



**REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, JUNE 9, 2016
Roswell Museum and Art Center
Bassett Auditorium - 100 W. 11th Street
Roswell, New Mexico 88201**

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 15-56. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

JUNE 9, 2016

MAYOR - Dennis J. Kintigh

6:00 p.m.

Ward I
Juan Oropesa
Natasha Mackey

Ward II
Steve Henderson
Caleb T. Grant

Ward III
Art Sandoval
Jeanine Best

Ward IV
Jason Perry
Savino Sanchez Jr.

Ward V
Barry Foster
Tabitha D. Denny

WELCOME! We are very glad you have joined us for the Roswell City Council meeting. If you wish to speak, please sign up at the podium prior to 6:00 p.m. All matters listed under Consent Items/Consent Agenda are considered routine by the City Council and will be approved by one motion. There will be no separate discussion on these items. If two members of the council desire to discuss the matter, that item will be removed from the consent agenda and will be considered separately. Any item approved as part of the consent agenda is not an agenda item for the purpose of public participation. The Council is pleased to hear relevant comments; however, a 3-minute limit is set in accordance with Resolution 15-56. Large groups are asked to name a spokesperson. Robert's Rules of Order govern the conduct of the meeting. "THANK YOU" for participating in your City Government.

OPENING CEREMONIES

Call to Order by Presiding Officer
Roll Call & Determination of Quorum
Pledge of Allegiance to the Flag and Invocation
Agenda/Consent Items/Minutes from the

NON-ACTION ITEMS (Information Items)

1. Presentation - Information Technology update - Barry Goldstrom

PUBLIC PARTICIPATION ON AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

PUBLIC HEARING(S)

2. To hold a public hearing and vote on the transfer of ownership of Liquor License No. 0033 with package sales from Lawrence Brothers to United Supermarkets, LLC, d/b/a Albertson's Market. (Foster/Zarr)

3. Proposed Ordinance 16-10 - To hold a public hearing and vote on the adoption of Proposed Ordinance 16-10 amending Section 17-1 of the Roswell City Code the Park Improvement Curb Frontage Fees. (Denny/J. Phillips)
4. Proposed Ordinance 16-11 - To hold a public hearing and vote on the adoption of Proposed Ordinance 16-11 that would amend Article VI of Chapter 10 of the Roswell City Code by adding a new Section 10-59, entitled "Educational Neglect of a Child". (Perry/Zarr)
5. Proposed Ordinance 16-12 - To hold a public hearing and vote on the adoption of Proposed Ordinance 16-12 which would amend various sections of the Zoning Ordinance that pertains to construction and maintenance of parking lots and loading zones. (Perry/Morris)
6. Proposed Ordinance 16-13 - To hold a public hearing and vote on the adoption of Proposed Ordinance 16-13 which would amend various sections of the Zoning Ordinance that pertains to sanitation dumpsters, grease bins and enclosure requirements. (Perry/Morris)

CONSENT ITEMS

Bids and RFP's

7. Consider approval of RFP-16-007 to authorize staff to negotiate and the City Manager to execute a contract with Superior Ambulance to provide emergency transport services for two (2) years with the option to extend for two (2) one (1) year extensions.
8. Consider rejecting all bids pursuant to RFP 16-001 Municipal Animal Control Operations (re-bid).
9. Consider approval of award RFP 16-006 and to authorize staff to negotiate and the City Manager to execute a professional services agreement with Armstrong Consultants, Inc. for On-Call Engineering Services.
10. Consider approval to extend the contract with Forrest Fleet to provide Fleet maintenance and repair to City fleet.
11. Consider approval of the purchase of phased communication system on State of New Mexico General Services Department Statewide Price Agreement 60-000-15-00019AH.

RIAC Leases

12. Consider approval to authorize a new lease agreement with Cactus Transport, LLC, an Arizona Corporation, on an area of land and the gate house which are a portion of the fenced tank farm.
13. Consider approval to authorize the renewal of the current lease agreement of Charles R. Murphy, II, an individual, on Building No. 255 and a fenced area.
14. Consider approval to authorize the renewal of the current lease agreement for David L. Partain, an individual, on "T" Hangar No. 120, Space 1.

15. Consider approval to authorize the renewal of the current lease agreement for Walker Aviation Museum Foundation, on office area in Building No. 1 located inside the front entrance to the Terminal and the office area across and west of this location.
16. Consider approval to authorize the renewal of the current lease agreement for Veterinarians Outlet of NM, Inc., a New Mexico Corporation, on a portion of Building No. 112A.

Resolution(s)

17. Resolution 16-37 - The Resolution shall mandate the cleanup of approximately ninety two (92) separate properties within the City.
18. Resolution 16-38 - The Resolution shall require the removal or demolition of five (5) dilapidated structures.

Lodger's Tax Request

19. Consider funding of Lodgers' Tax for the 15th Annual Bitter Lake National Wildlife Refuge Dragonfly Festival in the amount of \$1,000.

Minutes

20. Consider approval of the minutes from the May 12, 2016 Regular City Council meeting and the May 23, 2016 Special City Council meeting.

NEW BUSINESS / REGULAR ITEMS

Resolution(s)

21. Resolution 16-39 -To discuss and consider whether the City should apply for a governmental liquor licenses for the RIAC and Nancy Lopez Golf Course at Spring River, and / or to give City staff appropriate direction on whether to proceed to file such applications as set forth in Proposed Resolution 16-39. (Denny/J. Phillips)
22. Resolution 16-40 - Consider approval of Resolution 16-40 which would require the City to maintain its parking lots to the same standards imposed upon private businesses. (Perry/Zarr)
23. Resolution 16-41 - Consider approval of Resolution 16-41 which would adopt the City of Roswell Affordable Housing Plan. (Sanchez/Morris)

To view the [Affordable Housing Plan CLICK HERE.](#)

Request(s)

24. Proposed Ordinance 16-14 - Consider advertisement for a public hearing on Proposed Ordinance 16-14 which would repeal the Community Improvement Commission. (Perry/Zarr)
25. Proposed Ordinance 16-15 - Consider advertisement for a public hearing on Proposed Ordinance 16-15 which would repeal the Behavioral Health Commission. (Perry/Zarr)

26. Proposed Ordinance 16-16 - Consider advertisement for a public hearing on Proposed Ordinance 16-16 which would amend the Roswell Zoning Ordinance (Ordinance 10-02) to add accessory retail as a special use in the R-S district. (Perry/Zarr/Morris)
27. Proposed Ordinance 16-17 - Consider advertisement for a public hearing on Proposed Ordinance 16-17 which would adopt the City of Roswell Master Plan, Wayfinding Plan and the MRA (Metropolitan Redevelopment Area) Plan. (Best/Morris)
- [To view the Master Plan CLICK HERE](#)
[To view the Roswell Wayfinding Plan CLICK HERE](#)
[To view the RR District MRA Plan CLICK HERE](#)
28. Consider approval of award of the Museum Bridge Project to Vantage Engineering & Construction in the amount of \$82,361.37. (Best/Najar)
29. Consider approval of award of the Sewer Manhole Rehabilitation Project 2016 to Corrosion Resistant Coatings for the amount of \$239,985.15. (Best/Najar)
30. Consider approval of the appointment for the following boards/committees/commissions as recommended by Mayor Kintigh: (Sanchez/Mayor Kintigh)
- Roswell Museum and Art Center (four year term) Completing remaining current term that expires 3/31/2019
 - Position 3 - Cymantha Liakos
31. Council consideration to appoint a member to the Southeastern New Mexico Community Action Corporation Board of Directors. (Sanchez/Polasek)

Closed Session

32. CLOSED SESSION - Pursuant to NMSA 1978, § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation (claim of Jeanette Garza-Alvarez) in which the City of Roswell is or may become a participant. (Sanchez/Zarr)

DEPARTMENT REPORTS

33. DEPARTMENT REPORTS:
- Gross Receipts Tax
 - Roswell Public Library
 - Roswell Fire Department
 - Human Resources
 - Lodgers Tax
 - Convention Center Room Fee
 - Convention Center Activity
 - Convention Center Expense
 - Convention Center Maintenance
 - Visitors Bureau
 - Code Enforcement
 - Parks and Recreation
 - Roswell Police Department
 - Animal Control

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

Adjournment

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary of other type of accessible format is needed.

Printed and posted: Friday, June 3, 2016

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 1.

Meeting Date: 06/09/2016

COMMITTEE: N/A

CONTACT: N/A

CHAIR: N/A

ACTION REQUESTED:

Presentation - Information Technology update - Barry Goldstrom

BACKGROUND:

Staff will provide a brief presentation on completed Information Technology projects and an update on current projects.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 2.

Meeting Date: 06/09/2016

COMMITTEE: N/A

CONTACT: William Zarr

CHAIR: N/A

ACTION REQUESTED:

To hold a public hearing and vote on the transfer of ownership of Liquor License No. 0033 with package sales from Lawrence Brothers to United Supermarkets, LLC, d/b/a Albertson's Market. (Foster/Zarr)

BACKGROUND:

Under NMSA 1978 § 60-6B-4, the governing body is required to conduct a public hearing on the application and must, by roll call vote, approve or disapprove the requested application. The hearing is quasi-judicial in nature and must be conducted accordingly.

Lawrence Brothers formerly operated a grocery store located at 900 W. Second Street. United Supermarkets, LLC, which operates Albertson's at 1110 S. Main Street, has purchased Lawrence Brothers and now operates a supermarket at that location under the name of Albertson's Market. United Supermarkets has applied to transfer ownership of Liquor License No. 0033, which was held by Lawrence Brothers, to allow it to continue with packaged sales at the 900 W. Second Street location.

In considering whether to approve or disapprove the application, the governing body may only disapprove of the application if it finds substantial evidence to support one of the following:

- The proposed location is within an area which the sale of alcoholic beverages is prohibited by the laws of New Mexico; or
- The issuance or transfer would be in violation of zoning or other ordinance of the governing body; or
- The issuance or transfer of a license would be detrimental to the public health, safety, or morals of the residents of the local option district. The governing body is required to notify the Director of Alcohol and gaming Division of the New Mexico Regulation and Licensing Department within thirty (30) days of the public hearing whether it has approved or disapproved the application. This is done by the City Clerk.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

The City Attorney has provided the notes for the Council's consideration of the application under the staff recommendation below.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

City staff does not make a specific recommendation, but notes the following for the City Council's consideration:

- Because the Alcohol and Gaming Division has granted preliminary approval of the application, the Applicant has established a prima facie entitlement to the license. The burden of disapproval then shifts to the City.
- New Mexico case law has held that the Director of Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department may still issue a license or approve the transfer of a license despite municipal disapproval if there is insufficient evidence to support the disapproval, or if the disapproval is not based on the evidence specific to the applicant or the location. A general disapproval of alcoholic beverage sales is not a valid basis for denial of the license and is consequently not relevant to the decision to be made by the governing body.

- There does not appear to be evidence that the location is in an area where the sale of alcoholic beverages is prohibited by state law.
- We do note that there is a church within 300 feet of the entrance to the licensed premise that is located at 108 S. Kansas (God's Messenger Church). The County Assessor's records indicate that the property where the church is located became tax-exempt in 2006. However, Lawrence Brothers has held a package liquor license since 2001, and the attorney for the applicant will provide an affidavit attesting to the transfer of liquor licenses at the same location for previous years.
- There does not appear to be evidence that the sale of alcohol at the location would be in violation of any City zoning law or other ordinance.
- This is the transfer of ownership of an existing liquor license for package sales. The nature of the business (a supermarket) has remained the same after the sale. United Supermarkets, LLC, the business which purchased Lawrence Brothers, also has a liquor license for package sales where it conducts business as Albertson's.
- The sale of packaged alcoholic beverages in this location is not new to the neighborhood where the licensed premises is located, and there does not appear to be any negative evidence concerning packaged sales specific to either of these businesses or to this particular location that would be sufficient to deny the application.

Attachments

Albertsons - State of NM packet
Albertsons - Aeria view
Aikin Affidavit on behalf of Albertsons



Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

David Jablonski
DEPUTY
SUPERINTENDENT

Diana A. Martwick
CHIEF GENERAL
COUNSEL

Mary Kay Root
DIRECTOR

New Mexico Regulation and Licensing Department ALCOHOL AND GAMING DIVISION

Toney Anaya Building ▪ PO Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

Certified Mail No.: 9171 9690 0935 0079 1501 46

May 16, 2016

City of Roswell

Attn: Sharon Coll, Clerk
PO Box 1838
Roswell, NM 88202-1838

RECEIVED

MAY 23 2016

CITY CLERK
ROS WELL, NM

Re: Lic. No. /Appl. No.: Application No. 995077
Name of Applicant: United Supermarkets, LLC
Doing Business As: Albertson's Market
Proposed Location: 900 W. Second Street, Roswell, New Mexico

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**; it is being forwarded to you in accordance with NMSA of the Liquor Control Act §60-6B-4.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the inherent conflict between the new 30 day notice and the existing 45 day hearing requirement. Extensions to the 45-day hearing requirement will be granted when necessary to allow for compliance with the 30 day notice. **Notice of the Public Hearing** required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record shall be made of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 0033 WITH PACKAGE SALES.

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division

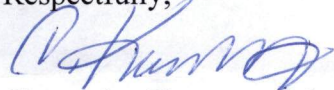
The governing body may disapprove the issuance or transfer of the license if:

- 1) The proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico. (The governing body may disapprove if the proposed location is within 300 feet of a church or school unless the license has been located at this location prior to 1981 or unless the Applicant/Licensee has obtained a waiver from the Local Option District governing body for the proposed licensed premises).
- 2) The issuance or transfer would be in violation of a zoning or other ordinance of the governing body. The governing body may disapprove if the proposed location is not properly zoned. Because this office is in receipt of a Zoning Statement from the governing body, this is not a basis for disapproval.
- 3) The issuance would be detrimental to the public health, safety, or morals of the residents of the Local Option District. Disapproval by the governing body on public health, safety, or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or location and a copy of the record must be submitted to the Alcohol and Gaming Division.

Within thirty **(30)** days after the Public Hearing, the governing body **shall** notify the Alcohol and Gaming Division as to whether the local governing body has approved or disapproved the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notice of publication(s). **If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may give Final Approval to the issuance or transfer of the license.**

If the governing body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty **(30)** days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the notice of disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



Charmaine Koroneos-Martinez, Hearing Officer
NM Regulation & Licensing Dept. | Alcohol & Gaming Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: charmaine.koroneos@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned*)
2. Copy of Page 2 of the Application

xc by email: Applicant

LIQUOR LICENSE APPLICATION

Application fee- \$200.00 Fees are non-refundable

State Liquor License # 33

Record Owner of License

MAL Enterprises, Inc.

Application Number 995677

Current D/B/A Name Lawrence Bothers #1380

Local Option (AGD use)

Current Premise Address 900 W. Second Street, Roswell, New Mexico

Application is for: (check one) Change of Structure ☐ Change of Officers/Directors ☐ Transfer of Ownership of Existing License ☒ Transfer of Ownership and Location ☐
Transfer Location ☐ Other ☐ Issue New License ☐ Type of License being applied for ☐

Applicant is: Individual ☐ Corporation ☐ Partnership (General or Limited) ☐ Limited Liability Company ☒

NAME OF APPLICANT (company or individual):

ADDRESS (INCLUDING CITY, STATE, ZIP)

TELEPHONE NUMBER

United Supermarkets, LLC

PO Box 6840, Lubbock, Texas 79493

806-791-0220

Notice also to: Linda L. Atkin, Esq., 530B Hartle Road, Santa Fe, NM 87505 PH: 505-982-6224 FAX: 505-992-8378

DBA Name to be used: Albertson's Market

Phone Number for licensed premises 575-623-6100

Physical Address Where License is to be used: 900 W. Second Street, Roswell, New Mexico

(Street No./Highway No./State Road/City/County)

Mailing Address: PO Box 6840, Lubbock, Texas 79493

(Street No./P.O. Box/City/State/Zip)

Are alcoholic beverages currently being dispensed at the proposed location? ☐ Yes ☒ No

If yes, give license number 33

I, (print name) Bradley R. Beckstrom, as (title) Vice President, legal, being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the contents thereof contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form in the presence of a Notary Public

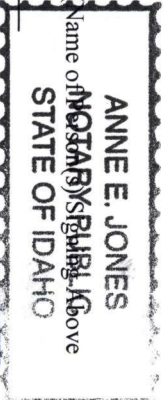
Signature of Applicant(s)

Date

Notary Public Use Only

SUBSCRIBED AND SWORN TO before me this 8th day of March

My Commission Expires: 03/21/2011



Local Governing Body of:

(CITY OR COUNTY)

Hearing Held on:

PLEASE CHECK ONE: ☐ APPROVED ☐ DISAPPROVED CITY/COUNTY OFFICIAL (Signature and Title):

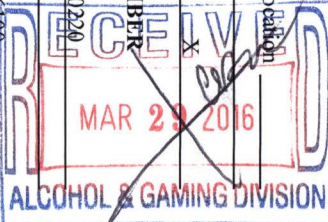
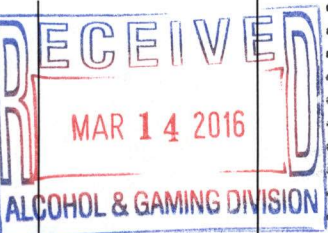
For Alcohol and Gaming Division Use Only

APPROVED

DISAPPROVED

DIRECTOR APPROVAL

DATE



PREMISES, LOCATION, OWNERSHIP & DESCRIPTION OF PREMISES

1. The land and building which is proposed to be the licensed premise is (check one):

Owned by Applicant _____ Leased by Applicant (attach copy of deed or lease) ☒ Other (please provide details) _____

2. If the land and building are not owned by Applicant, please indicate the following:

A. Owner(s) Roswell 900, LLC

B. Date and Term of Lease October 19, 2001 7 years plus two 5 year options to extend _____

Attach a hand drawn map, zoning map, or other map, showing the location of the proposed premises, and the main adjacent streets, roads or highways, in relation to the closest church and school properties. This map should be drawn on a sheet of paper no larger than 8 1/2 x 11 inches.

3. Premise location is zoned (example C-1) C-4

If the premise is zoned, attach zoning statement from local government giving location address, type of zone and stating whether alcoholic beverages are allowed at proposed location. If there is no zoning, attach confirmation from local government indicating there is no zoning.

4. Distance from nearest church *(Property line of church to licensed premises-shortest distance).

583.5 Feet Name of Church Calvary Baptist Church Address-Location of Church 1009 W. Alameda St., Roswell, New Mexico

5. Distance from nearest school *(Property line of school to licensed premises-shortest distance).

1201 feet Name of School Washington Avenue School Address-Location of School 408 N. Washington Ave. Roswell, New Mexico

6. Distance from military installation (Property line of military installation to licensed premises-shortest distance).

Miles 111 miles Name of Military Installation Cannon Air Force Base

7. Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior walls. This will be the licensed premise. The floor plan should be no larger than 8 1/2 x 11 inches, and must include the total square footage of premises.

*If the distance is beyond 300 feet, but less than 400 feet, a registered engineer or licensed surveyor must complete a Survey Certificate showing the exact distance.

8. Type of Operation:

Lounge _____ Restaurant _____ Package ☒ Racetrack _____ Hotel _____ Other (Please specify) _____

Application No. 995077...

Publish May 29, June 5, 2016

NOTICE OF PUBLIC HEARING
FOR A TRANSFER OF OWNERSHIP OF
LIQUOR LICENSE NO. 0033
WITH PACKAGE SALES

Notice is hereby given that a public hearing will be held to issue a Transfer of Ownership of Liquor License No. 0033 with Package Sales by the City Council of the City of Roswell during the regular City Council Meeting on June 9, 2016 at 6:00 p.m. at the Roswell Museum and Art Center in the Bassett Auditorium – 100 W. 11th Street, Roswell, New Mexico.

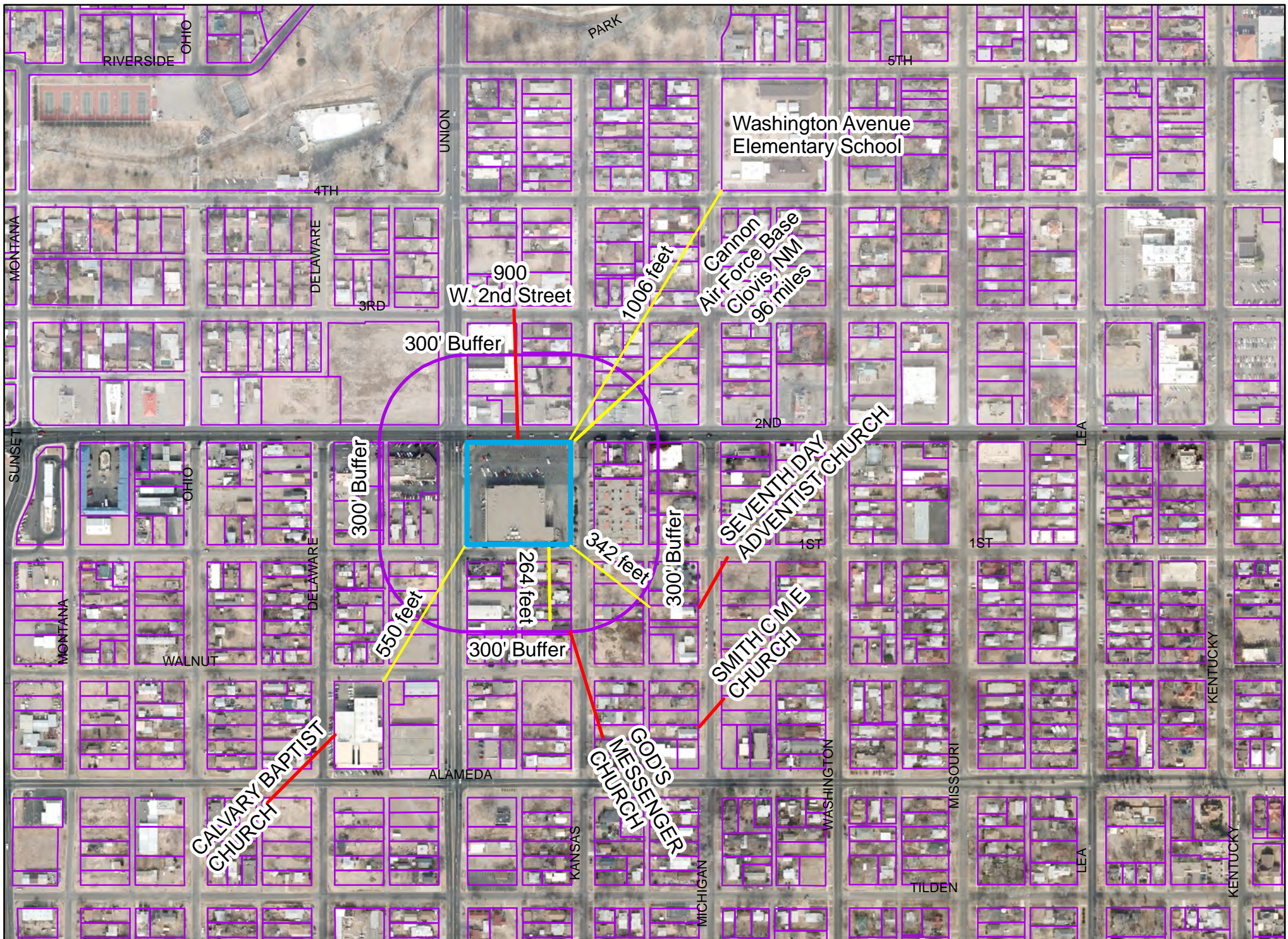
Applicant: United Supermarkets, LLC.
DBA/Albertson's Market
Roswell, New Mexico 88201

Proposed: Transfer of Ownership of Liquor
Action License No. 0033 with package sales
Application No. 995077

Licensee's: 900 W. Second Street
Premises Roswell, New Mexico 88201

At the meeting the Council may take action approving or disapproving the proposed applications.

/Sharon Coll
City Clerk



Liquor License buffer area and location of nearest Schools and Churches for 900 W Second Street, Roswell, New Mexico.

AFFIDAVIT


Upon oath duly sworn I, Linda L. Aikin, do affirm as follows:

1. I am an attorney who has practices in Santa Fe, New Mexico.
2. My practice is limited to New Mexico liquor license matters.
3. In 1987, I represented Furr's, Inc. and its affiliated corporation, Furr's Beverage Company of Texas, Inc.(collectively Furr's), when Furr's purchased most of the New Mexico Safeway grocery stores.
4. One of the stores that Furr's purchased from Safeway, Inc. ("Safeway") in 1987 was in Roswell and was located at 900 W. Second Street. Safeway sold the grocery store at 900 W. Second Street to Furr's, along with Liquor License No.0033, which Safeway operated at 900 W. Second Street.
5. I prepared the application for the transfer of ownership of Liquor License No.0033 to Furr's in 1987 and attended, or coordinated attendance at, the preliminary and Roswell City Council public hearing conducted for the application to transfer ownership of the Liquor License No. 0033 to Furr's in 1987.
6. When Furr's was purchased by another group of individuals in 1991 and became Furr's Supermarkets, Inc., I again prepared the transfer of ownership application and attended, or coordinated attendance at, the preliminary hearing and the public hearing conducted by the City Council in Roswell for the store located at 900 W. Second Street and Liquor License No. 0033.
7. In 2001, the Furr's grocery store located at 900 W. Second Street and Liquor License No. 0033 were sold to MAL Enterprises, Inc. I prepared the transfer of ownership application for that transfer and coordinated attendance the public hearing conducted by the Roswell City Council for the transfer of Liquor License No. 0033 to MAL Enterprises, Inc. in 2001.
8. No church or school was discovered, and no one asserted that any church or school existed, within 300 feet of the grocery store located at 900 W. Second Street when ownership of Liquor License No. 0033 was transferred in 1987, 1991 or 2001.

9. On June 1, 2016, I telephoned Pastor Rhuben Dixon of God's Messenger Church located at 108 S. Kansas in Roswell and asked him how long his church had been located at this address. He told me that it has been located at 108 S. Kansas for 11 years.

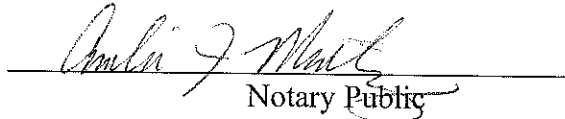
10. I told Pastor Dixon about the public hearing which will be conducted before the Roswell City Council on the transfer of ownership of the liquor license located in the Albertson's store which was recently a Lawrence Brothers grocery store on June 9, 2016 and asked him if he would like a copy of the notice of hearing. He said that he would like a copy. I sent Pastor Dixon a copy of the notice that I received from the Roswell City Clerk, dated May 23, 2016. I sent a copy of the notice to 108 S. Kansas and another copy to the post office box (8342) provided to me by Pastor Dixon.

Dated this 2nd, day of June, 2016.

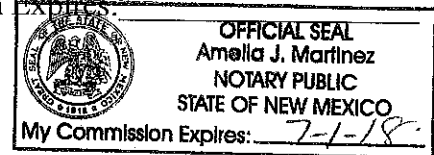


State of New Mexico)
 SS:
County of Santa Fe)

Subscribed and sworn by Linda L. Aikin on this 2nd day of June, 2016.


Notary Public

My Commission Expires



**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 3.

Meeting Date: 06/09/2016

COMMITTEE: General Service

CONTACT: Jonathan Phillips

CHAIR: Tabitha Denny

ACTION REQUESTED:

Proposed Ordinance 16-10 - To hold a public hearing and vote on the adoption of Proposed Ordinance 16-10 amending Section 17-1 of the Roswell City Code the Park Improvement Curb Frontage Fees. (Denny/J. Phillips)

BACKGROUND:

Section 17-1 of the Roswell City Code Currently requires that half of the funds paid into the City parks curb frontage fee fund be utilized for the acquisition of park land. The City already has sufficient park land and space, so that the current park fund restriction prevents the City from utilizing the funds to better improve existing park facilities. The proposed amendment will allow the City greater flexibility in utilizing an existing source of funds to provide better park facilities and improvements. Currently the existing accounts have \$55,000 in it for park amenities and \$150,000 in the other account for park land acquisition. Making one account offers flexibility for both land acquisition and park amenities which is optimal.

To our knowledge this \$2 per linear foot fee has not been collected in the recent past but staff is currently working on assessing the fee moving forward.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The approval of Proposed Ordinance 16-10 will allow for an additional \$150,000 to be made available for both park land acquisition and park amenities.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance 16-10.

BOARD AND COMMITTEE ACTION:

The General Services committee recommend approval of Proposed Ordinance 16-10 at their meeting on April 26, 2016. The Parks and Recreation Commission who recommend items to the General Services Committee voted to recommend amending Section 17-1 of the Roswell City Code to create Ordinance 16-10.

STAFF RECOMMENDATION:

To hold a public hearing on Proposed Ordinance 16-10 and to vote on the adoption of Proposed Ordinance 16-10.

Attachments

Proposed Ordinance 16-10 Park Improvement Curb Frontage Fees

ORDINANCE 16-10

AN ORDINANCE AMENDING SECTION 17-1 OF THE ROSWELL CITY CODE TO REMOVE THE SET ASIDE PERCENTAGE OF PARKS FUNDS FOR PARK ACQUISITION, AND PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, section 17-1 of the Roswell City Code currently requires that half of the funds paid into the City parks fund be utilized for the acquisition of park land; and

WHEREAS, the City already has sufficient park land and space, so that the current park fund restriction prevents the City from utilizing the funds to better improve existing park facilities; and

WHEREAS, the proposed amendment will allow the City greater flexibility in utilizing an existing source of funds to provide better park facilities and improvements;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. Section 17-1 of the Roswell City Code is amended to read as follows:

Section. 17-1. - Parks fund generally and contributions to fund by subdividers.

- (a) Pursuant to the regulations governing the subdivision of land within the city, together with the amendments thereto, duly adopted and approved by the city planning and zoning commission according to law, it is provided that the subdivider shall pay to the city a sum to be computed upon the total front footage within the subdivision at the rate of \$2.00 per front foot per lot subdivided ~~for the purpose of the acquisition by the city of land for into the city parks fund~~ for public recreation or park purposes ~~or for the purpose of design, installation of infrastructure or recreation structures or development of public recreation or park structures or facilities as described in subsection (b) below.~~ All such funds to be so paid to the city shall be paid by the subdivider to the city clerk at the time such lots subdivided are connected to city sewer and water. Such funds shall be deposited by the city in a special account hereby created, designated and established as the city parks fund.
- (b) The purpose of the parks fund is hereby declared to be for the use ~~of~~ by the city for the acquisition or purchase of land for public use as recreation, park or playground areas within the city, ~~and for the purpose of design, installation and development of existing and new recreation, park or playground areas, and the purchase and installation of recreational equipment into park or playground areas and the maintenance and repair of such equipment~~ as the governing body shall ~~provide~~ deem fitting and proper as part of the budget. ~~No more than 50% of the monies deposited with the city, as of March 1, 2013, and 50% of the funds collected thereafter may be used for the design, installation and development of existing or new recreation, park or playground areas. The remaining funds shall be used for the purposes of the acquisition of the city of land for public~~

~~recreation or park purposes.~~ No part of such fund shall be in anyway expended by the city for ordinary, reoccurring or ongoing maintenance of recreation, park or playground areas, and may only be used for the purposes ~~and according to the percentages~~ set forth in this subsection.

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED the 9th day of June, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

Underscoring indicates addition to existing Code section.
~~Strike through~~ indicates delete of an existing Code section.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 4.

Meeting Date: 06/09/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Proposed Ordinance 16-11 - To hold a public hearing and vote on the adoption of Proposed Ordinance 16-11 that would amend Article VI of Chapter 10 of the Roswell City Code by adding a new Section 10-59, entitled "Educational Neglect of a Child". (Perry/Zarr)

BACKGROUND:

Proposed ordinance 16-11, would amend Article VI of Chapter 10 of the Roswell City Code by adding a new Section 10-59, entitled "Educational Neglect of a Child". The failure of a parent, guardian or custodian of a child under 13, knowingly or through neglect, to cause, allow or fail to prevent the absence of the child from school without an excuse for more than 10 days during any school year would be a petty misdemeanor. Citations would be issued if charges are filed. This would be a further means of addressing parental educational neglect in addition to that provided under state law.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance 16-11.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended advertising Proposed Ordinance 16-11 at its April 26, 2016 meeting (3-1).

STAFF RECOMMENDATION:

To hold a public hearing on Proposed Ordinance 16-11 and to vote on the adoption of Proposed Ordinance 16-11.

Attachments

Proposed Ordinance 16-11 Education Neglect of a Child

ORDINANCE NO. 16-11

AN ORDINANCE AMENDING THE ROSWELL CITY CODE BY ADDING A NEW PROVISION CONCERNING EDUCATIONAL NEGLECT OF A CHILD UNDER 13 YEARS OF AGE, PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, parents of school age children are responsible by state law for the attendance of their children in school; and

WHEREAS, when a parent allows his or her child to be absent from school without a lawful excuse, or when a parent is simply indifferent to whether that child attends school, that parent fails to exercise not only the necessary parental responsibility but a legal duty as well; and

WHEREAS, state law identifies this type of conduct as neglect of a child which can subject a parent to a neglect proceeding in state district court; and

WHEREAS, the City Council finds that the unexcused absence of a child from school and the failure of the parent to make sure that his or her child is at school affects the general welfare of the City, since a child's absence from school or truancy increases that child's chances of not receiving a basic education, as well as becoming involved in delinquent behavior; and

WHEREAS, the purpose of this ordinance is to supplement existing state law by adding another means of addressing absence arising from parental neglect that pertains to children under the age of 13 years;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. Article VI of Chapter 10 of the Roswell City Code, entitled "Minors" is amended by the addition of a new Section 10-59 to read as follows:

Section 10-59. Educational Neglect of a Child

A. As used in this section

- (1) "Child" means a person who is less than 13 years of age who is subject to compulsory school attendance under state law.
- (2) "Educational Neglect" occurs when a parent, guardian or custodian of a child, either knowingly or through neglect, causes, allows or fails to prevent the absence of that child from school without an authorized excuse for more than ten (10) days during any school year.
- (3) "Authorized Excuse" means an allowable excuse pursuant to the Compulsory School Attendance Law or the rules of the local school board or governing body of a charter school or private school.

B. Records maintained by a local public school, charter school or private school in the ordinary course of business which list dates of unexcused absences of a child shall be prima facie evidence of unexcused absences.

- C. A parent, guardian or custodian of a child who commits or allows educational neglect to occur shall be guilty of a petty misdemeanor.
- D. A citation shall be served in lieu of arrest when a parent, guardian or custodian is charged with Educational Neglect under this ordinance directing the appearance of that person before the Municipal Court.
- E. Each set of ten (10) unexcused absences shall be considered a separate count of Educational Neglect.

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED the 9th day of June, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

Underscoring indicates addition to existing Code section.
~~Strike through~~ indicates delete of an existing Code section.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 5.

Meeting Date: 06/09/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Proposed Ordinance 16-12 - To hold a public hearing and vote on the adoption of Proposed Ordinance 16-12 which would amend various sections of the Zoning Ordinance that pertains to construction and maintenance of parking lots and loading zones. (Perry/Morris)

BACKGROUND:

Staff has determined that while the Zoning Code has criteria for the construction of parking lots and loading zones, the Code does not contain provisions for the upkeep. After a review, staff is proposing that the Zoning Ordinance be modified to include requirements to maintain these areas.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance 16-12.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended that Proposed Ordinance 16-12 be advertised for a public hearing at its April 28, 2016 meeting. The Planning and Zoning Commission reviewed and recommended adoption of the Proposed Ordinance 16-12 at its April 26, 2016 meeting.

STAFF RECOMMENDATION:

Hold a public hearing on Proposed Ordinance 16-12 and to vote on the adoption of Proposed Ordinance 16-12.

Attachments

Proposed Ordinance 16-12 Construction and Maintenance of Parking lots and loading zones

PROPOSED ORDINANCE 16-12

AN ORDINANCE OF THE CITY OF ROSWELL AMENDING THE ROSWELL ZONING ORDINANCE BY ADDING NEW REQUIREMENTS PERTAINING TO THE MAINTENANCE OF MULTI-FAMILY AND COMMERCIAL PARKING LOTS, AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT, AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the proposed amendments to the Roswell Zoning Ordinance will improve the safety and overall appearance of the community by requiring the continued maintenance of multi-family and commercial parking lots;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. Article 23 of the City of Roswell Zoning Ordinance, entitled “Building and Performance Standards” is amended by amending subsection I of section 7, entitled “Off-street parking and loading requirement, by thereof to read as follows:

Section 7. Off-street parking and loading requirements

....

I. Construction and maintenance of Off-street Parking and Loading Zones.

1. Construction: All parking and loading zones shall be constructed with either 4 inches of base course and 2 inches of asphalt or a minimum of 6 inches of concrete.
 - ~~4~~ A. Each parking space shall be a minimum of 9’ x 18’ with circulation drives of adequate width to make each stall accessible.
 - ~~2~~ B. Each Loading Zone shall be a minimum of 12’ x 35’ with a minimum height clearance of 15 feet and it shall not reduce the number of required parking spaces.
 - C. All spaces shall be appropriately striped, including all handicapped access spaces.
2. Maintenance: All previously paved parking and loading areas shall be maintained at all times to be functional and free from trip hazards. Paved areas shall:
 - A. Have no potholes, major cracking, or other types of hazards, and

- B. Be properly striped; and,
- C. Properties where funding to perform the upgrades may not be available, shall prepare a parking plan and timeline for completion which will be submitted to the City for the City's review and approval.

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

Underscoring indicates addition to existing Code section.

~~Strike through~~ indicates delete of an existing Code section.

PASSED, ADOPTED, SIGNED and APPROVED the 9th day of June, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 6.

Meeting Date: 06/09/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Proposed Ordinance 16-13 - To hold a public hearing and vote on the adoption of Proposed Ordinance 16-13 which would amend various sections of the Zoning Ordinance that pertains to sanitation dumpsters, grease bins and enclosure requirements. (Perry/Morris)

BACKGROUND:

Staff has determined that the Zoning Code did not have adequate criteria for the construction of proper dumpster and grease bin enclosures. After a review, staff is proposing that the Zoning Ordinance be modified to include requirements for the construction of dumpster enclosures in the future that will be constructed of masonry, have metal doors, internal pylons to protect the enclosure and a pedestrian access so that solid waste can be put into the dumpsters without having to open the doors which could block traffic.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance 16-13.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended that Proposed Ordinance 16-13 be advertised for a public hearing at its April 28, 2016 meeting. The Planning and Zoning Commission reviewed and recommended adoption of the Proposed Ordinance 16-13 at its April 26, 2016 meeting.

STAFF RECOMMENDATION:

To hold a public hearing on Proposed Ordinance 16-13 and to vote on the adoption of Proposed Ordinance 16-13.

Attachments

Proposed Ordinance 16-13

PROPOSED ORDINANCE 16-13

[CORRECTED]

AN ORDINANCE OF THE CITY OF ROSWELL AMENDING THE ROSWELL ZONING ORDINANCE BY ADDING NEW REGULATIONS PERTAINING TO DUMPSTERS, AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT, AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the proposed amendments to the Roswell Zoning Ordinance will improve the health, sanitation and overall appearance of the community by setting forth new requirements for the placement and construction of dumpsters and grease bins:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. Article 23 of the City of Roswell Zoning Ordinance, entitled “Building and Performance Standards” is amended by adding a new section 14 thereof to read as follows:

Section 14. Dumpsters and Grease Bins

- A. All sanitation dumpsters and grease bins in all commercial districts shall be constructed as shown below.
- B. All sanitation dumpsters shall be enclosed on three sides with walls no less than six feet (6') in height constructed with consistent masonry building materials used on the main commercial property.
 - 1. For properties where the rear property line is along an alley, enclosure openings shall abut the rear property line (at a right angle OR at a 15 degree angle facing N/S/E/W according to the Sanitation Department's route plan for service) and be located away from high-traffic public areas, such as eating tables. Properties which are not abutting an alley shall locate the dumpster towards the rear of the site, and in a manner that is acceptable with the Sanitation Department.
 - 2. Enclosures shall have metal-framed doors to fully enclose sanitation dumpsters installed.
 - 3. Sanitation dumpster enclosures shall have dimensions of a minimum of 7' by 9' per dumpster to include space for pipe bollards and associated railing.

4. Dumpsters shall include a pedestrian access isle with a minimum width of three feet (3').
5. Pipe bollards and connected railing shall be installed within the enclosure to prevent damage to the enclosure from routine sanitation pick-up services.
 - a. Three pipe bollards shall be located inside each separate enclosure between the sanitation dumpster or grease bin and the rear wall located at either corner and in the center.
 - b. Pipe bollards shall be placed on either side of the sanitation dumpster location at the opening of the enclosure. Therefore, an enclosure with one sanitation dumpster will necessitate five bollards whereas an enclosure with two sanitation dumpsters will necessitate eight bollards. (Please reference Figure X below.)
 - c. All bollards shall be a minimum of 3" in diameter and 32" in height and constructed of metal.
 - d. All bollards shall be connected by 2" diameter metal railing which shall be welded to the bollards.

C. Grease bins shall be located in a separate enclosure from the sanitation dumpsters with separate access and conform to the same requirements for the enclosure as listed above for sanitation dumpsters except for the following requirements:

1. The grease bin enclosure may be attached to the sanitation dumpster enclosure, but shall be separated by a wall of the same material used for the sanitation dumpster.
2. Grease bin enclosures shall be no less than six feet (6') in height and allow for dimensions to accommodate the size of the grease bin and required bollards with connective railing.
3. Grease bin enclosures shall have floor drains installed which drain into an approved grease receptor as listed in City Code and approved by Staff.

D. The City Engineer shall have final approval of all dumpster and grease bin locations and layouts.

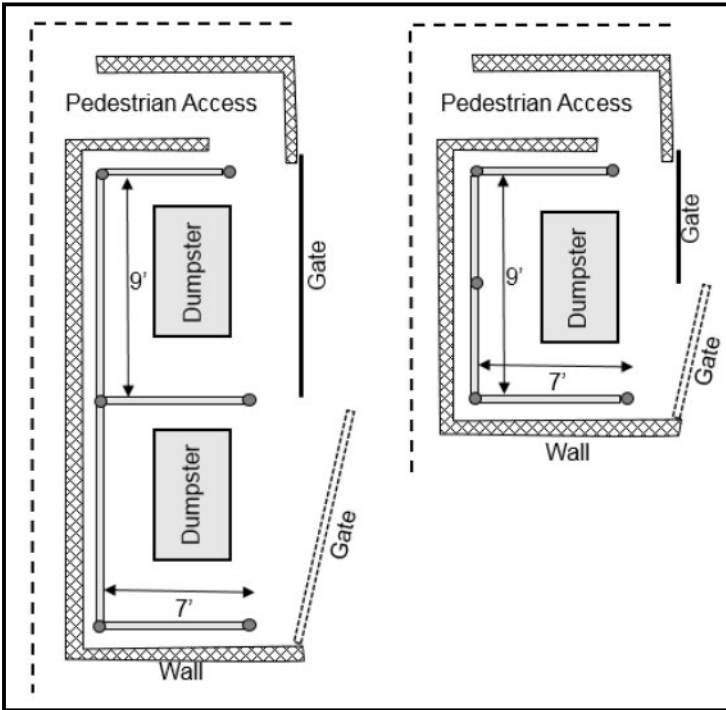


Figure 23.14.1, Top View

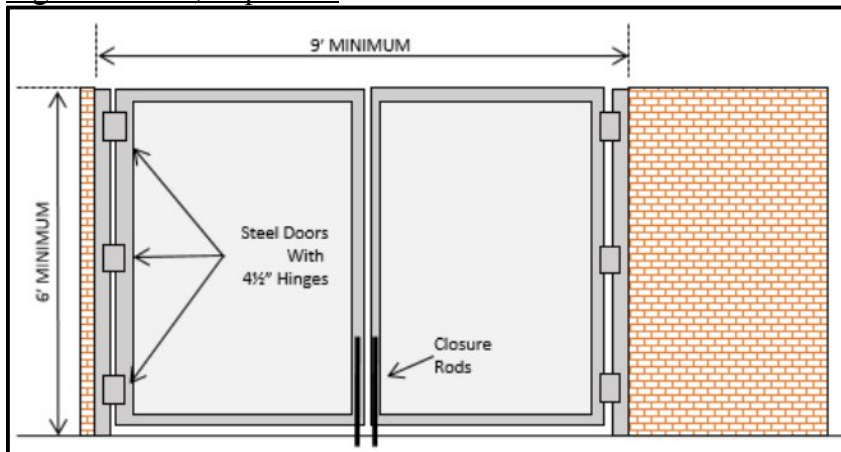


Figure 23.14.2, Dumpster Front Detail

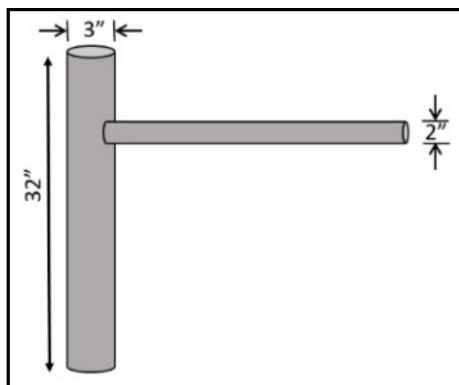


Figure 23.14.3, Bollard Detail

SECTION 2. Article 18 of the City of Roswell Zoning Ordinance, entitled “C-4 Commercial Business District” is amended by amending section 8 thereof to read as follows:

Section 8. Sanitation Dumpsters, Grease Bin, and Enclosure Requirements

- A. ~~All commercial properties in the C-4 District will have their sanitation and/or grease removed from the alley.~~ All commercial properties in the C-4 District shall have their dumpsters and grease bins located in the alleyways, where all removal of rubbish and grease shall also occur. In addition, dumpsters shall not be placed so to impede access thru alleys to the extent possible.
- B. ~~All dumpsters (and grease bins if required) shall be located in their own separate enclosures. If both dumpsters and grease bins are required for a site, they must each be located in a single enclosure with a concrete masonry unit (CMU) wall separating the two of them. At no time will the dumpster and grease bin be permitted inside a single enclosure together.~~ All new dumpsters and grease bins in the C-4 District shall be constructed as shown in Article 22, Section 7.
- C. ~~Pipe bollards shall be located inside each separate enclosure between the dumpster and/or grease bin and the rear wall of the enclosure to prevent damage to the rear wall from the routine sanitation pick-up services.~~
- D. ~~Enclosures shall be constructed with the rear wall of the enclosure at the rear property boundary line, with the opening of the enclosure(s) facing towards the alley way. Should a different location be requested, it is the developer's responsibility to get this location pre-approved by the Director of Sanitation before a Building Permit can be issued.~~

SECTION 3. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 4. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 5. This ordinance shall be effective after five (5) days following its publication as required by law.

Underscoring indicates addition to existing Code section.

~~Strike through~~ indicates delete of an existing Code section.

PASSED, ADOPTED, SIGNED and APPROVED the 9th day of June, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 7.

Meeting Date: 06/09/2016

COMMITTEE: N/A

CONTACT: Mike Mathews

CHAIR: N/A

ACTION REQUESTED:

Consider approval of RFP-16-007 to authorize staff to negotiate and the City Manager to execute a contract with Superior Ambulance to provide emergency transport services for two (2) years with the option to extend for two (2) one (1) year extensions.

BACKGROUND:

RFP-16-007 was released for competitive bid on April 3, 2016. Bids closed on May 3, 2016, and the City received two (2) bids. An evaluation committee consisting of the City, County and Medical Director evaluated each bid and scored them based on the ability to meet the needs of the community, experience providing emergency medical transport services, practicability of system proposed and familiarity with local community.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The City currently provides a subsidy of \$150,000 per year to our current provider Superior Ambulance.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Public Safety Committee recommended approval for staff to negotiate and the City Manager to execute a contract with Superior Ambulance to provide emergency ambulance service at their meeting on May 27, 2016.

STAFF RECOMMENDATION:

Consider approval for staff to negotiate and the City Manager to execute a contract with Superior Ambulance to provide emergency ambulance service.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 8.

Meeting Date: 06/09/2016

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Art Sandoval

ACTION REQUESTED:

Consider rejecting all bids pursuant to RFP 16-001 Municipal Animal Control Operations (re-bid).

BACKGROUND:

In July 2015 the City went out to bid for Municipal Animal Control Facility Operations. The City received two (2) bids in August, both bids were rejected. In December 2015 was re-bid, with no bids received. In January 2016 the re-bid was extended and (1) one proposal was received after the dead line. In April 2016 the City re-bid and received (1) bid from New Mexico Pets Alive. This bid has been evaluated by staff and recommends that bid be rejected.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The bid exceeded the \$178,868 budgeted for contract services. New Mexico Pet Alive proposed \$150 per animal brought into Animal Control and based on 5000 animals per year intake that would equate to \$750,000 per year.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Public Safety Committee recommended approval to reject all bids at their meeting on May 27, 2016.

STAFF RECOMMENDATION:

Staff recommends rejection of this bid.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 9.

Meeting Date: 06/09/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval of award RFP 16-006 and to authorize staff to negotiate and the City Manager to execute a professional services agreement with Armstrong Consultants, Inc. for On-Call Engineering Services.

BACKGROUND:

RFP's received on March 12, 2016 for On-Call Engineering Services at the RIAC have been reviewed by a five member committee. All proposals were returned by April 15, 2016. The Committee evaluated and scored all proposals in accordance with AC 150/5100-14E and is listed below:

	SCORE
Armstrong Consultants	939
KSA Engineering	891
Molzen-Corbin	880
Bohannon Huston	850
Parkhill, Smith & Cooper	845
WH Pacific	835
Delta Airport Consultants	825

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The cost of services is based on the scope of work for the project. Projects over \$100K require a detailed fee/cost analysis and an Independent Fee Estimate by a third party. The general review standard by the FAA and industry is whether the total fee proposal is within 10% of the Independent Fee Estimate.

LEGAL REVIEW:

The City Attorney has reviewed the requested actions.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Airport Staff recommends the approval of RFP 16-006.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 10.

Meeting Date: 06/09/2016

COMMITTEE: General Service

CONTACT: Jonathan Phillips

CHAIR: Tabitha Denny

ACTION REQUESTED:

Consider approval to extend the contract with Forrest Fleet to provide Fleet maintenance and repair to City fleet.

BACKGROUND:

RFP-11-008 was awarded to Forrest Fleet in 2011. The contract was for two (2) years with the option to extend the contract with five (5) one (1) year extensions. If approved this would be the fourth (4), one (1) year extension.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

In the 2014 the contract extension proposed reducing the administrative fee from \$7,500 per month to \$5,000 and reducing the hourly rate from \$43 to \$40 per hour. The City agreed to these changes in the contract.

LEGAL REVIEW:

The City Attorney has reviewed the requested actions.

BOARD AND COMMITTEE ACTION:

The General Services Committed recommend approval at their meeting on May 24, 2016.

STAFF RECOMMENDATION:

Council consideration to extend the contract with Forrest Fleet as presented.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 11.

Meeting Date: 06/09/2016

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Art Sandoval

ACTION REQUESTED:

Consider approval of the purchase of phased communication system on State of New Mexico General Services Department Statewide Price Agreement 60-000-15-00019AH.

BACKGROUND:

In August 2015 the Roswell/Chaves County Emergency Manager applied for and was awarded a State Homeland Security Grant for the upgrade of the county wide communication system. During this process a consultant was hired to evaluate and determine the needs of inoperable communications county wide as a result of the FCC mandated narrow banding at the end of 2012. This item would allow for the purchase 11 repeaters, 475 portables, 475 VHF Helical antennas, 475 Li-ion 2600 mAh batteries, 475 single unit rapid chargers, 475 license keys for P25 conv, 475 programming for each radio and 8 mobiles.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The City and County received a grant in the amount of \$780,000 with the City being the fiscal agent of these funds. The emergency manager will continue to pursue such grants to continue the phased approach to complete this project.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Public Safety Committee recommended approval to purchase equipment at their meeting on May 27, 2016 and the Pecos Valley Regional Communication Center approved the purchase at their Special meeting on May 16, 2016.

STAFF RECOMMENDATION:

Council consideration of approval of the purchase of phased communication system on State of New Mexico General Services Department Statewide Price Agreement 60-000-15-00019AH.

Attachments

Final Quote PVRCC



Sales Rep: Ashley Armijo
 1206 E College Blvd. Roswell, NM 88201
Cell: (575) 680-0952
Office: (575) 622-9944
Fax: (575) 624-0027
E-mail: ashleya@swwmail.net

Customer/Company: Pecos Valley Regional Communication Center

Date: May 3, 2016

Attention: Tracy Laney

Address: #1 St. Mary's Place

Phone #: (575) 624-7590

City/State: Roswell, NM 88203

Fax #:

Email: t.laney@roswell-nm.gov

Pecos Valley Regional Communication Center P25 Digital

Item	Qty	Model Number	Description	List	Discount	PVRCC Price	Total
ATLAS 4100 Multimode Repeater							
RPD CH 1/ RFD CH 2/ CCF LOCAL/ RFD 1/ RPD CH 2/ CCSO 6 MILE/ CCF VALLEY							
1	7	3354111001	ATLAS 4100 MULTIMODE STATION	\$ 17,150.00	10%	\$ 15,435.00	\$ 108,045.00
2	7		Programming	\$ 37.50	30%	\$ 26.25	\$ 183.75
3	7		Swap Out of Old Repeater to New	\$ 229.95	30%	\$ 160.97	\$ 1,126.76
CCSO CAPITAN							
1	1	3354111001	ATLAS 4100 MULTIMODE STATION	\$ 17,150.00	10%	\$ 15,435.00	\$ 15,435.00
2	1		Programming	\$ 37.50	30%	\$ 26.25	\$ 26.25
3	1		Swap Out of Old Repeater to New	\$ 810.00	30%	\$ 567.00	\$ 567.00
DEXTER/ HAGERMAN/ CCF NORTH							
1	3	3354111001	ATLAS 4100 MULTIMODE STATION	\$ 17,150.00	10%	\$ 15,435.00	\$ 46,305.00
2	3		Programming	\$ 37.50	30%	\$ 26.25	\$ 78.75
3	3		Swap Out of Old Repeater to New	\$ 330.00	30%	\$ 231.00	\$ 693.00
Total							\$ 172,460.51

Kenwood P25 Subscribers

P25 VHF Portable Package

1	475	NX-5200K2	Digital VHF Portable	825.00	58%	346.50	164,587.50
2	475	KRA-26M	VHF Helical Antenna	14.00	58%	5.88	2,793.00
3	475	KNB-L2M	Li-ion 2600 mAh Battery	135.00	58%	56.70	26,932.50
4	475	KSC-32	Single Unit Rapid Charger	70.00	58%	29.40	13,965.00
5	475	KWD-5100CV	License Key for P25 Conv.	575.00	58%	241.50	114,712.50
6	475		Programming	37.50	30%	26.25	12,468.75
Total							335,459.25

Kenwood P25 Subscribers, Cont.							
VHF Mobile Package / Control Station							
1	8	NX-5700K	VHF 50 Watts NXDN Mobile	980.00	58%	411.60	3,292.80
2	8	KWD-5100CV	License Key for P25 Conv	575.00	58%	241.50	1,932.00
3	8	901-9588	Model 250 Tone Remote Adapter	939.30	30%	657.51	5,260.08
4	8		Swap Out of Old Radio to New Radio	92.85	30%	65.00	519.96
5	8		Programming	196.55	30%	137.59	1,100.68
Total						12,105.52	

VHF Mobile Package / Single Deck / Single Head / Dash Mount							
1	330	NX-5700K	VHF 50 Watts NXDN Mobile	980.00	58%	411.60	135,828.00
2	330	KWD-5100CV	License Key for P25 Conv	575.00	58%	241.50	79,695.00
3	330		Programming	37.50	30%	26.25	8,662.50
4	330		Swap Out of Old Radio to New Radio	92.85	30%	65.00	21,448.35
Total						245,633.85	

VHF Mobile Package / Single Deck / Single Head / Remote Mount							
1	10	NX-5700BK	VHF 50 Watts RF Deck Only	720.00	49%	367.20	3,672.00
2	10	5BM	Single Deck Single Head Remote	560.25	49%	285.73	2,857.28
3	10	L-5029	Package Single Deck Single Head Remote	75.00	49%	38.25	382.50
4	10	KWD-5100CV	License Key for P25 Conv	575.00	49%	293.25	2,932.50
5	10		Programming	37.50	30%	26.25	262.50
6	10		Swap Out of Old Radio to New Radio	92.85	30%	65.00	649.95
Total						10,756.73	

Sub-Total	\$ 776,415.85
Tax Labor Only	\$ 3,584.11
Grand Total	\$ 779,999.96

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 12.

Meeting Date: 06/09/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval to authorize a new lease agreement with Cactus Transport, LLC, an Arizona Corporation, on an area of land and the gate house which are a portion of the fenced tank farm.

BACKGROUND:

Cactus Transport, LLC, leases the land and the gate house for the purpose of truck and trailer parking. 43,560 square feet. Rent amount is \$350 monthly; \$4,200 annually.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Cactus Transport, LLC, rent amount is \$350 monthly; \$4,200 annually. Term: July 1, 2016 through June 30, 2017.

LEGAL REVIEW:

The City Attorney has reviewed the requested actions.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval the lease at their meeting on May 26, 2016 as presented.

STAFF RECOMMENDATION:

Airport Staff recommends the approval of the lease agreement and amendments as presented.

Attachments

Cactus Transport Lease

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 9th day of June, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated "Landlord", and CACTUS TRANSPORT, LLC., an Arizona corporation, hereinafter designated as "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows

An area of land consisting of 43,560 square feet, more or less and the gate house which are a portion of the fenced tank farm, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

2. TERM. The Lease term is for one (1) year, commencing on July 1, 2016 and ending June 30 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Four Thousand, Two Hundred Dollars and No Cents (\$4,200.00), payable in 12 monthly installments of \$350.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant shall pay \$350.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein.

LEASE AGREEMENT

Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or

attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. Tenant shall be responsible for obtaining, if necessary, any and all permits and inspections required by such improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. **INSURANCE.** Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

11. **DAMAGE OR DESTRUCTION OF PREMISES.**

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and

with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. **CONDITIONS OF DEFAULT.** If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. BANKRUPTCY. If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant's interests in this Lease be deemed to be an asset of Tenant.

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of storage, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC").

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the

leased premises, Tenant hereby unconditionally agrees at its sole cost to defend , indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be

construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

Cactus Transport, Inc
8211 W. Sherman Street
Tolleson, AZ 85353

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving thirty (30) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of June, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
CACTUS TRANSPORT, LLC.

For Cactus Transport

EXHIBIT "A"

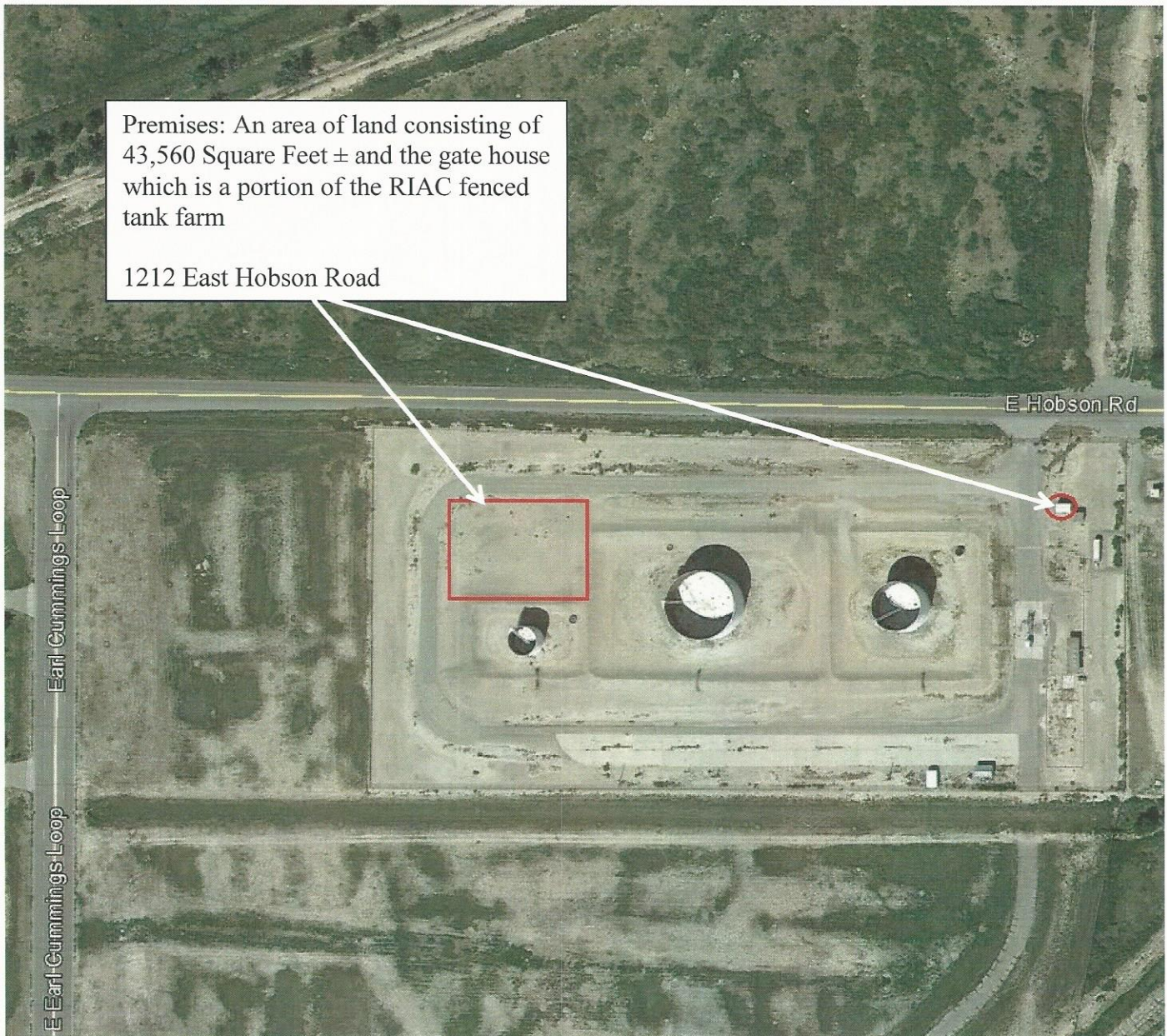


EXHIBIT "A"

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 13.

Meeting Date: 06/09/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval to authorize the renewal of the current lease agreement of Charles R. Murphy, II, an individual, on Building No. 255 and a fenced area.

BACKGROUND:

Charles R. Murphy, II, leases the building and fenced area for the purpose of storage. 1,344 square feet. New rent amount is \$189 monthly; \$2,268 annually. Rent adjustment is 2.72%. Charles R. Murphy, II, has been a customer since July 2011. David L. Partain leases the building for the purpose of aircraft storage and maintenance. 1,175 square feet. New rent amount is \$179 monthly; \$2,148 annually. Rent adjustment is 2.29%. David L. Partain has been a customer since July 2002.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Charles R. Murphy, II, new rent amount is \$189 monthly; \$2,268 annually. Rent adjustment is 2.72%. Term: July 1, 2016 through June 30, 2017.

LEGAL REVIEW:

The City Attorney has reviewed the requested actions.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval of the lease at their meeting on May 26, 2016 as presented.

STAFF RECOMMENDATION:

Airport Staff recommends the approval of the lease agreement and amendments as presented.

Attachments

Charles R. Murphy Lease

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 9th day of June, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", and CHARLES R. MURPHY, II, an individual, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building No. 255 consisting of 1,344 square feet, more or less, and a fenced area located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on July 1, 2016 and ending June 30, 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Two Thousand, Two Hundred Sixty Eight and No Cents (\$2,268.00), payable in 12 monthly installments of \$189.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$165.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any

such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for the amount of insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such

delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. **CONDITIONS OF DEFAULT.** If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such

default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt

by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. **LEGAL FEES.** If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. **BANKRUPTCY.** If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant's interests in this Lease be deemed to be an asset of Tenant.

18. **USE OF THE PREMISES.**

a. Tenant shall use the Leased Premises solely for the purpose of storage, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC").

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it has not released any hazardous materials at the leased premises or contaminated them. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO/ INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

Charles R. Murphy, II
PO Box 2128
Roswell, NM 88202-2128

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving thirty (30) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of June, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
CHARLES R. MURPHY, II

Charles R. Murphy, II

EXHIBIT "A"

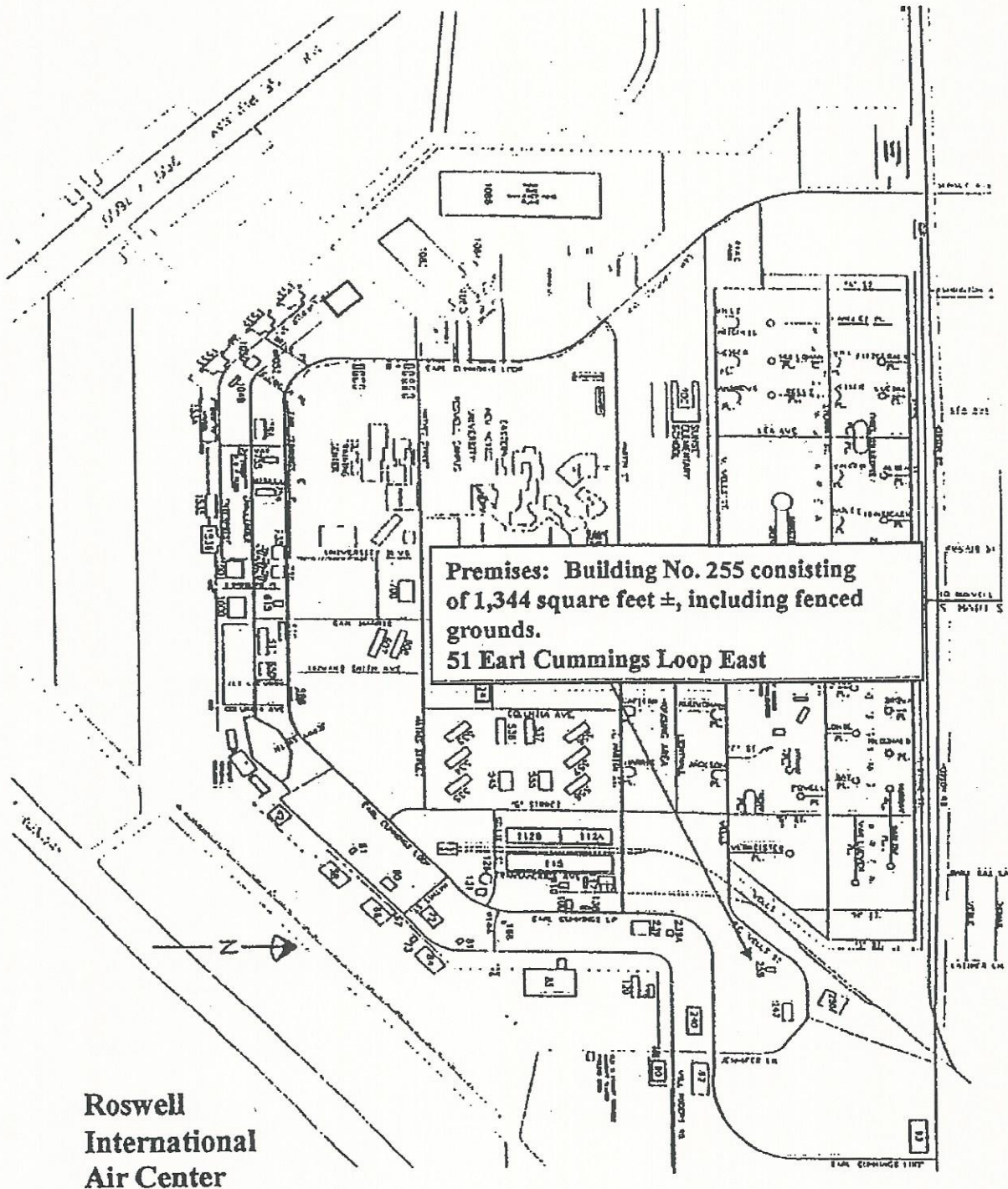


EXHIBIT "A"

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 14.

Meeting Date: 06/09/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval to authorize the renewal of the current lease agreement for David L. Partain, an individual, on "T" Hangar No. 120, Space 1.

BACKGROUND:

David L. Partain leases the building for the purpose of aircraft storage and maintenance. 1,175 square feet. New rent amount is \$179 monthly; \$2,148 annually. Rent adjustment is 2.29%. David L. Partain has been a customer since July 2002.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

David L. Partain new rent amount is \$179 monthly; \$2,148 annually. Rent adjustment is 2.29%. Term: July 1, 2016 through June 30, 2017.

LEGAL REVIEW:

The City Attorney has reviewed the requested actions.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval the lease at their meeting on May 25, 2016 as presented.

STAFF RECOMMENDATION:

Airport Staff recommends the approval of the lease agreement and amendment as presented.

Attachments

David L. Partain Lease

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 9th day of June, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", and DAVID L. PARTAIN, an individual, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

"T" Hangar No. 120 space 1 consisting of 1,175 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on July 1, 2016 and ending June 30, 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Two Thousand, One Hundred Forty Eight Dollars and No Cents (\$2,148.00), payable in 12 monthly installments of \$179.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$140.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition

except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given

and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for the amount of insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately

reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for

such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. BANKRUPTCY. If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant's interests in this Lease be deemed to be an asset of Tenant.

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of aircraft storage and maintenance, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC").

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. This responsibility extends to any materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises that might be considered to be, to cause, or result in Foreign Object Damage (FOD). Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of

trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, foreign object debris (fod), collectively, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it has not released any hazardous materials at the leased premises or contaminated them. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

e. Tenant shall be responsible for the security of the leased premises and gate (gate 12) providing egress thereto. Privately owned or company vehicles are authorized in the immediate T-Hangar area and The City Code Book, Chapter 5, prohibiting uncontrolled traffic on the Aircraft Operating Area (AOA) shall be observed in all other portions of the AOA. Overnight parking of vehicles outside of the T-Hangar shall not be permitted. The property will not be used for vehicle storage except for vehicle storage incident to aircraft use. Use of premises for Commercial Aviation activities as defined in the City of Roswell Code Book, Chapter 5, is denied.

f. Sale of Tenant's registered aircraft shall effectively terminate this lease in the case of a one aircraft hangar. Tenant shall have thirty (30) days from date of sale in which to purchase a suitable replacement and register it in the State of New Mexico to retain aircraft storage rights in the leased premises in the case of a one aircraft hangar. In the case of multiple occupants and aircraft in a leased area, the sale of any one aircraft requires that Tenant notify the Air Center Manager's office immediately upon any such occurrence for security and lease modification purposes.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the

RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

David L. Partain
1604 S. Adams Avenue
Roswell, NM 88203

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be

deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving thirty (30) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of June, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
DAVID L. PARTAIN

David L. Partain

Premises: "T" Hangar 120 Space 1
consisting of 1,175 square feet ±.
40 Jennifer Lane

Roswell International Air Center

Page 10 of 10

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 15.

Meeting Date: 06/09/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval to authorize the renewal of the current lease agreement for Walker Aviation Museum Foundation, on office area in Building No. 1 located inside the front entrance to the Terminal and the office area across and west of this location.

BACKGROUND:

Walker Aviation Museum Foundation leases the office spaces for the purpose of operating a museum associated with the former Walker Air Force Base. 456 and 930 square feet respectively. New rent amount is \$259 monthly; \$3,108 annually. Rent adjustment is 2.70% and 2.47% respectively. Walker Aviation Museum Foundation has been a customer since July 2010.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Walker Aviation Museum Foundation new rent amount is \$259 monthly; \$3,108 annually. Rent adjustment is 2.70% and 2.47% respectively. Term: July 1, 2016 through June 30, 2017.

LEGAL REVIEW:

The City Attorney has reviewed the requested actions.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval the lease at their meeting on May 25, 2016 as presented.

STAFF RECOMMENDATION:

Airport Staff recommends the approval of the lease agreement and amendment as presented.

Attachments

Ealker Aviation Museum Foundation Lease

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 9th day of June, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", and WALKER AVIATION MUSEUM FOUNDATION, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Office area in Building No. 1 consisting of 456 square feet, more or less, located inside the front entrance to the Terminal and the office area across and west of this location consisting of 930 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on July 1, 2016 and ending June 30, 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Three Thousand, On Hundred Eight Dollars and No Cents (\$3,108.00), payable in 12 monthly installments of \$259.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Intentionally left blank.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and attractively maintained.

b. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Landlord shall pay all utilities used on the Premises, except telephone.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. LIABILITY. Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for

death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. CONDEMNATION OR GOVERNMENTAL TAKING. In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. BANKRUPTCY. If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant's interests in this Lease be deemed to be an asset of Tenant.

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of operating a museum associated with the former Walker Air Force Base, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC").

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it has not released any hazardous materials at the leased premises or contaminated them. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord,

would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO/ INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

Walker Aviation Museum Foundation
ATTN: Mr. Robert Pottle
P.O. Box 4080
Roswell, NM 88202-4080

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving one hundred twenty (120) days written notice.

31. SPECIAL PROVISION. It is understood and agreed that should the Air Center in its leasing activities have the opportunity to lease the west office space at the beginning rate of \$10.00 per square foot charged new tenants in the Terminal, that the Museum Foundation shall be given the first option to lease the west office area at the same beginning rate of \$10.00 per square foot. Should the Museum Foundation not exercise this option within thirty (30) days of written notification, the Museum Foundation shall vacate this area in ninety (90) days from the date of the original option offer.

32. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of June, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
WALKER AVIATION MUSEUM
FOUNDATION

Robert Pottle, President

EXHIBIT "A"

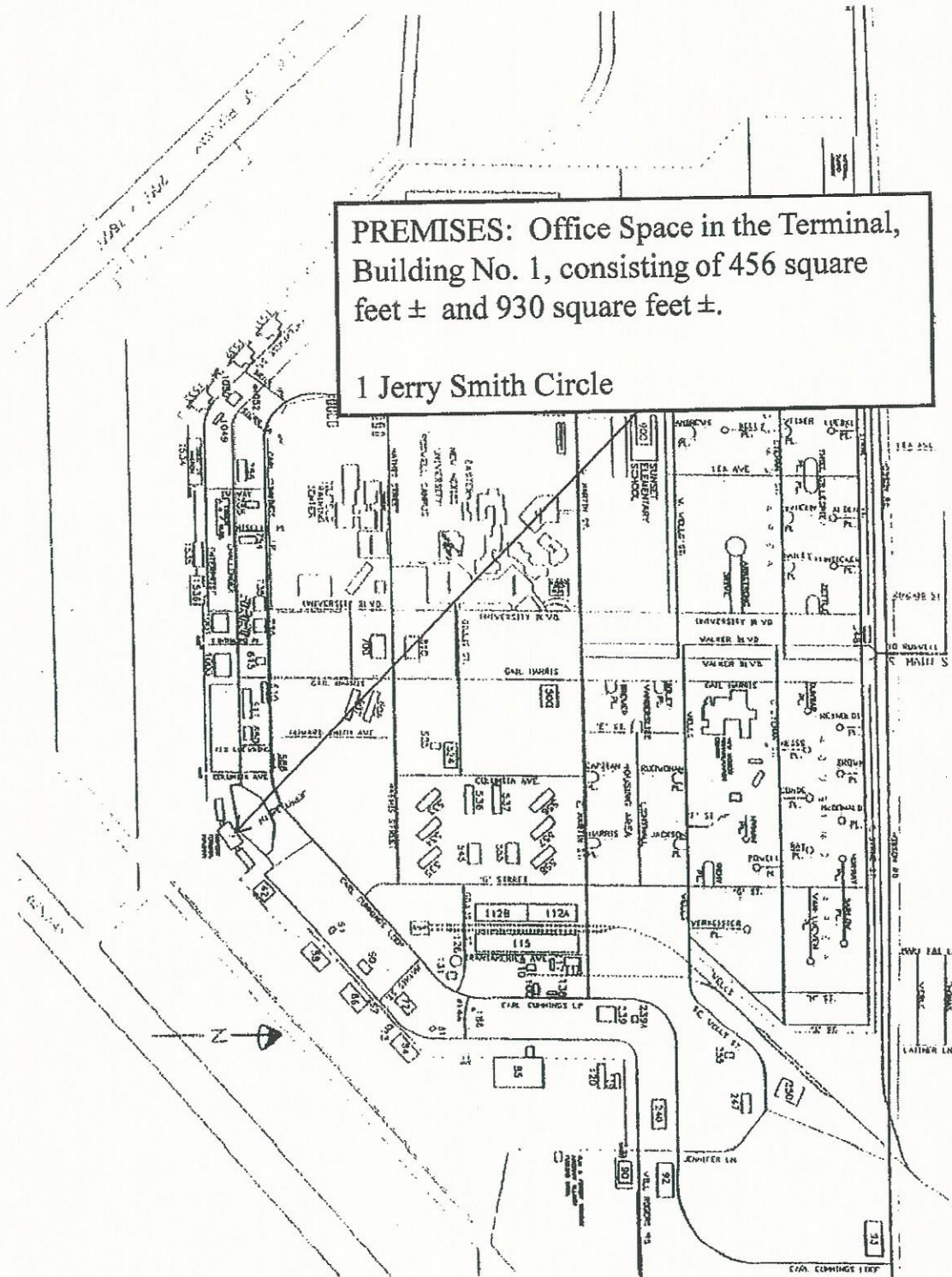


EXHIBIT "A"

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 16.

Meeting Date: 06/09/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval to authorize the renewal of the current lease agreement for Veterinarians Outlet of NM, Inc., a New Mexico Corporation, on a portion of Building No. 112A.

BACKGROUND:

Veterinarians Outlet of NM, Inc., leases a portion of the building for the purpose of storing such items as soaps, sanitizers, and detergents associated with the dairy industry. 9,753 square feet. New rent amount is \$1,491 monthly; \$17,892 annually. Rent adjustment is 2.47%. Veterinarians Outlet of NM, Inc., has been a customer since June 2006.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Veterinarians Outlet of NM, Inc., new rent amount is \$1,491 monthly; \$17,892 annually. Rent adjustment is 2.47%. Term: July 1, 2016 through June 30, 2016.

LEGAL REVIEW:

The City Attorney has reviewed the requested actions.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval the lease at their meeting on May 25, 2016 as presented.

STAFF RECOMMENDATION:

Airport Staff recommends the approval of the lease agreement and amendment as presented.

Attachments

Veterinarians Outlet of NM Lease

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 9th day of June, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", and VETERINARIANS OUTLET OF NM, INC., a New Mexico corporation, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

A portion of Building No. 112A consisting of 9,753 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).
--

2. TERM. The Lease term is for one (1) year, commencing on July 1, 2016 and ending June 30, 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Seventeen Thousand, Eight Hundred Ninety Two Dollars and No Cents (\$17,892.00) payable in 12 monthly installments of \$1,491.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$1,150.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public

accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for the amount of insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

c. Landlord agrees to waive any rights of subrogation that it may have against Tenant in the event any insurance proceeds are paid to Landlord based upon any act or failure to act by Tenant. Tenant agrees to waive any rights of subrogation that it may have against Landlord in the event any insurance proceeds are paid to Tenant based upon any act or failure to act by Landlord.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. BANKRUPTCY. If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant's interests in this Lease be deemed to be an asset of Tenant.

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of storage of soaps, sanitizers, and detergents associated with the dairy industry, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC").

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it has not released any hazardous materials at the leased premises or contaminated them. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk,

Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO/ INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

Veterinarians Outlet of NM, Inc.
PO Box 5609
Roswell, NM 88202-5609

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be

construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving thirty (30) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of June, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
VETERINARIANS OUTLET OF NM,
INC.

Matthew J. Cunningham, Secretary

EXHIBIT "A"

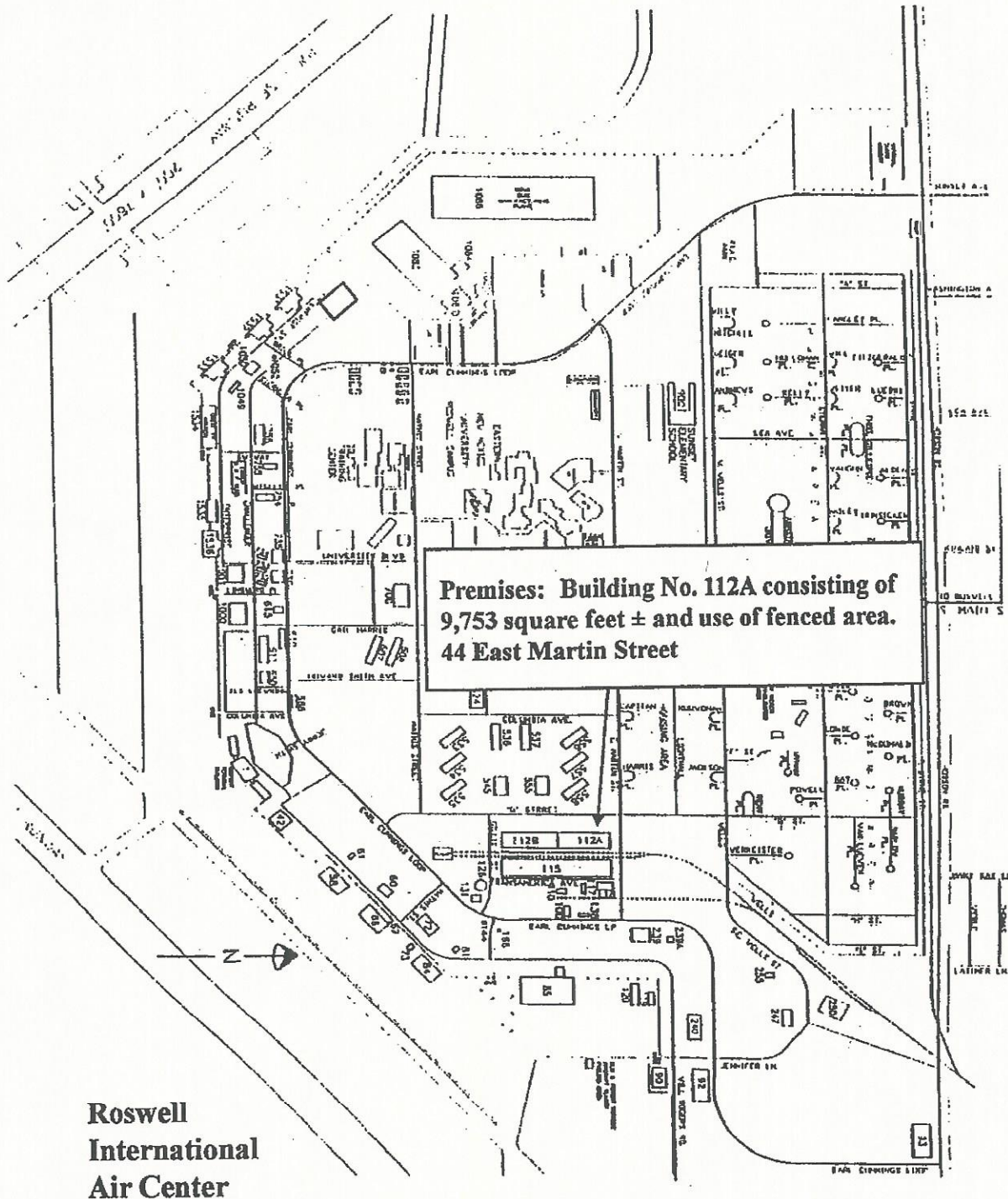


EXHIBIT "A"

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 17.

Meeting Date: 06/09/2016

COMMITTEE: N/A

CONTACT: Mike Mathews

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-37 - The Resolution shall mandate the cleanup of approximately ninety two (92) separate properties within the City.

BACKGROUND:

At present, no more efficient means is available to enforce the requirements that property within the City limits be kept clean and orderly. Citation of property owners requires they be present in Roswell. Even the citations do not provide for the actual clean up and cannot give the City the right to file a lien for the cleanup expense. This procedure is cumbersome, but should result in resolution of some more severe situations.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Adoption of the resolution will probably cause a number of people to voluntarily clean up their property. Most of the balance will be cleaned up by the City and liens will be filed and later foreclosed. A few people may appeal the resolution to Council and a hearing will have to be provided to hear their appeals. Overall, the resolution should affect rapid cleanup of this season's weeds and other debris, followed by an extended collection period.

LEGAL REVIEW:

The City Attorney has reviewed the current ordinance.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Code Enforcement recommends approval of Resolution 16-37.

Attachments

Resolution 16-37 Weeds

Resolution 16-37 ATT

CITY OF ROSWELL
RESOLUTION NO. 16-37

A RESOLUTION REQUIRING THE REMOVAL OF CERTAIN RUBBISH, WEEDS, WRECKAGE OR DEBRIS; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL AND DECLARING CERTAIN PROPERTY TO BE SO COVERED WITH RUBBISH, WEEDS, WRECKAGE OR DEBRIS AS TO CONSTITUTE A PUBLIC NUISANCE PREJUDICIAL TO HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the premises listed in Exhibit A attached hereto and purportedly owned of record, or occupied by the parties named, have accumulated rubbish, weeds, wreckage or debris so as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

1. The premises set forth in Exhibit A are declared to be so covered with rubbish, weeds, wreckage or debris as to constitute a menace to the public comfort, health, safety and general welfare within the purview of Article 3-18-5 NMSA 1978.

2. The owners, occupants or agents in charge of said premises are hereby ordered to remove such accumulated rubbish, weeds, wreckage or debris within ten (10) days of the receipt of notice by certified mail or from the date of publication of this resolution. In the event such removal is not commenced or written objection filed with the City Clerk within ten (10) days after service of a copy of this resolution, then the City Manager is authorized and directed to cause such accumulated rubbish, weeds, wreckage or debris to be removed at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel of land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

3. In the event the owner or other person aggrieved shall file a protest within the time provided, the City Council shall thereafter fix a date for hearing. At the hearing, the protestant shall be entitled to be heard in person, by agent or attorney and the City Council shall consider evidence whether or not its previous action shall be enforced or rescinded; if it shall be determined that the removal order should be enforced.

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.

ADOPTED, SIGNED AND APPROVED 9th day of June 2016.

CITY SEAL

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

1613 S. MULBERRY AVE. MAYES Block 7 Lot 18 LOONEY, JUDY 1613 S. MULBERRY AVE. ROSWELL, NM 88203	1401 S. MULBERRY AVE. JOHNSON & ALLISON S2 Block 2 Lots 5-6-7-8 FRUITLAND Block 7 Lot 24 GONZALEZ-LARREA, HERLANDO 447 SUNRISE WEST DRIVE SW ALBUQUERQUE, NM 87121
1403 S. MULBERRY AVE. JOHNSON & ALLISON S2 Block 2 Lots 5-6-7-8 FRUITLAND Block 7 Lot 23 GONZALEZ-LARREA, HERLANDO 447 SUNRISE WEST DRIVE SW ALBUQUERQUE, NM 87121	1405 S. MULBERRY AVE. JOHNSON & ALLISON S2 Block 2 Lots 5-6-7-8 FRUITLAND Block 7 Lot 22 SIGALA, JONATHAN; SIGALA, GILBERT 308 W. ALBUQUERQUE ROSWELL, NM 88203
1518 CAHOON AVE. MAYES Block 1 Lot 9 WILLIAMS, JOSEPH; WILLIAMS, JONNA 217 W. ELM ST. HAGERMAN, NM 88232	1411-1419 S. GRAND AVE. SOUTH HIGHLANDS REDIVISION Block 28A Lot 11 THRU Lot 15 C & R PROPERTIES, LLC. PO BOX 2829 ROSWELL, NM 88202
APPROX 717 E. HENDRICKS FLORA VISTA Block 3 Lot S 43 44 BENAVIDES, TOM; BENAVIDES, KATHLEEN L. 2515 HARRIS RD. SW ALBUQUERQUE, NM 87105-5311	801 E. HENDRICKS ST. FLORA VISTA Block 4 Lot 29 THRU Lot 31 GONZALES, RAMONDO & INGE PO BOX 452 GLORIETA, NM 87535-0452
805 E. HENDRICKS ST. FLORA VISTA Block 4 Lot 34 THRU Lot 36 MORENO, JOSE LEOPOLDO; MORENO, LETICIA 3686 CALCITE LAS CRUCES, NM 88012	413 S. ASH AVE. RONNIE OTERO Lot 6 GRAJEDA, PRESTINIA M. 413 S. ASH AVE. ROSWELL, NM 88203
407 HOLLAND AVE. JOHNSON Lot 9 LOPEZ, JOE C.; LOPEZ, ANGIE HCR 64 BOX 17B CHIMAYO, NM 87522	314 S. BEECH AVE. ROSE Lot 6 S 62.5' E 90.35 HERRERA, REYES; C/O DONNA & RAY HERRERA 101 CRISTOL DR. FREDERICKSBERG, TX 78624-5201
APPROX. 304 S. HOLAND JOHNSON Lot 21 ALDERETE, NORMA C. (NEE NORMA GARCIA) 639 S. HILL RD., SPACE #14 BERNALILLO, NM 87004	700 E. TILDEN ST. FLORA VISTA Block 3 Lot 21 AND Lot 22 BILLINGS, ROBERT 2200 N. SANTIAGO AVE. FARMINGTON, NM 87401
512 E. TILDEN ST. SOUTH ROSWELL Block 16 Lot 13 GUZMAN, BERTHA E. 1013 W. WENONAH BLVD. WICHITA FALLS, TX 76309	511 E. TILDEN ST. GARCIA, JOSE A. SOUTH ROSWELL Block 1 Lot 12 639 S. HILL ROAD #14 BERNALILLO, NM 87004

503 S. ASH AVE. S 4 T 11S R 24E W2SW4SE4NE4 E 138' W 158' S 100' N 140' LONGORIA, MARINO; LONGORIA, LETICIA (AKA JIMENEZ) 509 N. MC KINLEY HOBBS, NM 88240	508 E. TILDEN ST. SOUTH ROSWELL Block 16 Lot 9 ALDERETE, NORMA C. (NEE NORMA GARCIA) 639 S. HILL RD., SPACE #14 BERNALILLO, NM 87004
APPROX. 302 S. HOLAND JOHNSON Lot 22 ADL ENTERPRISES 807 W. 10TH ST. ROSWELL, NM 88201	APPROX. 301 ROWLAND ATKINSON Block 3 Lot 5 BRASS, DAVID O.; BRASS, GAY STORY 9740 RAVENSWAY DALLAS, TX 75238
APPROX. 503 E. ALBUQUERQUE ST. SOUTH ROSWELL Block 17 Lot 4 AND Lot 6 SIMONE, MATHEW W. 10266 PEBBLE BEACH DRIVE SANTEE, CA 92071	407 E. ALBUQUERQUE ST. SOUTH ROSWELL Block 18 Lot 8 AGUIRRE, RITA 10 W. BYRNE ROSWELL, NM 88203
APPROX. 412 E. ALBUQUERQUE ST. SOUTH ROSWELL Block 31 Lot 13 LA RIVA, ANTONIO A. PO BOX 11503 ALBUQUERQUE, NM 87192-150	APPROX. 410 E. ALBUQUERQUE ST. SOUTH ROSWELL Block 31 Lot 11 CALZADA, VERONICA R. 1230 LINCOLN ST. PO BOX 1824 ANTHONY, NM 88021
APPROX. 703 E. ALBUQUERQUE ST. BARNETTS Block 1 Lot 1 E 68' ANAYA, DEBBIE 501 E. ALBUQUERQUE ROSWELL, NM 88203	312 E. DEMING ST. SOUTH ROSWELL Block 46 Lot 23 AND Lot 25 AND Lot 27 ORTEGA, MICHELLE 413 E. JEFFERSON ST. ROSWELL, NM 88203
813 E. DEMING ST. BARNETTS Block 6 Lot 2 BARTON, RICHARD OTIS III 604 S. 14TH ST. ARTESIA, NM 88210	712 E. DEMING ST. BARNETTS Block 10 Lot 1 REAMES, DUANE G. PO BOX 8294 RUIDOSO, NM 88355
706 E. DEMING ST. BARNETTS Block 10 Lot 7 WESSON, EDDIE MAE; SPENCER, GERALDINE 2344 W. 29TH PLACE LOS ANGELES, CA 90018	601 E. BLAND ST. BARNETTS Block 2 Lot 14 LARA-LUCERO, CAROL ANN 610 E. DEMING ST. ROSWELL, NM 88203
600 E. BLAND ST. BARNETTS Block 8 Lot 13 ROMO, SONNY C/O VANESSA ROMO 2120 S. SALLEE VISALIA, CA 93277	APPROX. 611 E. BLAND BARNETTS Block 2 Lot 8 RUELAS, ALBERTA W. PO BOX 5 TORREON, NM 87061

717 E. TILDEN ST. FLORA VISTA Block 2 Lot 38 AND Lot 39 PEREZ, ANTONIO 717 E. TILDEN ST. ROSWELL, NM 88203	1407 E. HOAGLAND ST. HOAGLAND AMEND Block 3 Lot 7 LOPEZ, JUAN CARLOS 52443 CALLE AVILA COACHELLA, CA 92236
APPROX. 109 E. BYRNE ST. PECOS VALLEY VILLAGE Block 0 Lot TRACT A ADL ENTERPRISES 807 W. 10TH ST. ROSWELL, NM 88201	APPROX. 118 E. BYRNE ST. PECOS VALLEY VILLAGE Block 6 Lot 36 THOMAS, ELIZABETH 37181 IMMIGRANT RD. PLEASANT HILL, OR 97455
APPROX. 91½ E. EYMAN HARRIS SUMMARY PLAT Lot TRACT H WARTHEN, STANLEY; WARTHEN, JANE 3185 MAPLE CT. REEDSPORT, OR 97467	111 N. VIRGINIA AVE. ORIGINAL ROSWELL Block 15 Lot 10 GUERRA, FABIOLA E. 935 DAVIDSON DR. ROSWELL, NM 88203
400 E. DEMING ST. SOUTH ROSWELL Block 47 Lot 1 RODRIGUEZ, EDNA; RODRIGUEZ, RAFAEL R. RODRIGUEZ, ANDRES F. 400 E. DEMING ST. ROSWELL, NM 88203	1201 E. WALNUT ST. DOC COVINGTON Block 2 Lot 11 ENTEX HOME EQUITY LOAN TRUST 2003-A PMORGAN CHASE BANK, NA-TRUSTEE 350 HIGHLAND DR. LEWISVILLE, TX 75067-4177
211 N. WASHINGTON AVE. WEST SIDE Block 12 Lot 12 N2 & Lot 13 YOUSEFI, NASER 1612 N. WASHINGTON AVE. ROSWELL, NM 88201	910 W. 11TH RIVERSIDE HEIGHTS Block 3 Lot 2 DURAN, SISTO JR. 1246 LAGOON AVE. WILMINGTON, CA 90744-3117
414 N. LEA AVE. WEST SIDE Block 21 Lot 1 & Lot 2 GMAT LEGAL TITLE TRUST 2013-1 C/O US BANK NATIONAL ASSOCIATION - LEGAL TITLE TRUSTEE 8742 LUCENT BLVD. - SUITE 300 HIGHLANDS RANCH, CO 80129	1601 N. UNION AVE. LAWRENCE & HODGES Block 4 Lot 12 KNIGHT, HURBIE D.; KNIGHT, BRIAN 313 N. YORK AVE. HAGERMAN, NM 88232
1007 CRESCENT DR. CRESCENT HEIGHTS Block 2 Lot 10 & Lot 11 RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC. C/O US BANK NATIONAL ASSOCIATION – TRUSTEE MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-EFC7 5720 PREMIER PARK DR. WEST PALM BEACH, FL 33407	1613 N. MONTANA AVE. SCHNEDAR REDIV Block 5 Lot 17 BRAZELTON, CHARLES LEWIS 1144 WHEELOCK DETROIT, MI 48209
16 LAFAYETTE LP. DELTA ACRES Block 4 Lot 32 SANDRY, MATTHEW V.; SANDRY, PAULA M. 34 SUNNYSIDE DRIVE JEROME, ID 83338-5972	3301 BANDOLINA AVE. TIERRA BERRENDA 3 Block 21 Lot 8 BANK OF AMERICA, NA 5401 N. BEACH ST. FORT WORTH, TX 76137

3400 BANDOLINA AVE. TIERRA BERRENDA 4 Block 8 Lot 8 VARGAS, JUAN 3400 BANDOLINA AVE. ROSWELL, NM 88201	3406 BANDOLINA AVE. TIERRA BERRENDA 4 Block 8 Lot 5 SECRETARY OF HOUSING & URBAN DEVELOPMENT C/O INFORMATION SYSTEMS NEWTOWRK CORP. SHEPHERD MALL OFFICE COMPLEX-2401 NW 23RD ST., SUITE 1D OKLAHOMA CITY, OK 73107
401 BROKEN ARROW RD. TIERRA BERRENDA 4 Block 1 Lot 14 MORAN, MICHAEL D. 401 BROKEN ARROW RD ROSWELL, NM 88201	608 SWINGING SPEAR RD. TIERRA BERRENDA 4 Block 1 Lot 28 ROGERS, SCOTT C. 639 N. PINECRUST ROAD BOLINGBROOK, IL 60440
401 TWIN DIAMOND RD. TIERRA BERRENDA 4 Block 6 Lot 4 MC INTIRE, TONY; MC INTIRE, TERESA 401 TWIN DIAMOND RD. ROSWELL, NM 88201	609 SUNRISE RD. TIERRA BERRENDA 4 Block 10 Lot 3 SLENES, CHAD JOHAN; SLENES, SHANNON CHRISTINE 1112 SW TONQUIN LOOP SHERWOOD, OR 97140
2417 N. GARDEN AVE. COUNTRY CLUB Block 2 Lot 21 ARCHER, JOHN S.; ARCHER, ROSANNE E. PO BOX 40506 ALBUQUERQUE, NM 87196	410 W. 17TH ST. MOUNTAIN VIEW Block 1 Lot 1 SOWELL, BERTHA GIRON; ARCE, DELIA MAE BARTLETT 1315 8TH ST. NW ALBUQUERQUE, NM 87102
1508 N. OHIO AVE. SCHNEDARS Block 3 Lot 6 MARKEL, VERA L. 1508 N. OHIO ROSWELL, NM 88201	911 N. MICHIGAN AVE. RIVERSIDE HEIGHTS AMEND Block 6 Lot 6 GREEN, JO ANN 911 N. MICHIGAN AVE. ROSWELL, NM 88201
711 W. 11 TH ST. KEITH Block 6 Lot 6 MILLER, LONNIE 3715 GLENWOOD RD. ROSWELL, NM 88201-9208	711 W. 11 TH ST. KEITH Block 6 Lot 7 MILLER, KIRBY H.; MILLER, JESSIE 3715 GLENWOOD DR. ROSWELL, NM 88201-9208
1208 N. MAPLE AVE. ARROYO AMEND Block 2 Lot 2 SANCHEZ, CECILIA J. 1518 N. OHIO AVE. ROSWELL, NM 88201	713 W. 11TH ST. S 32 T 10S R 24E SE4NW 4 W 50' E 557' N 163' DURAN, ANTONIO J. 205 W. BUENA VISTA ROSWELL, NM 88203
801 W. 11TH ST. S 32 T 10S R 24E SE4NW 4 W 50' E 507' N 163' DURAN, ANTONIO J. 205 W. BUENA VISTA ROSWELL, NM 88203	800 W. 11TH ST. RIVERSIDE HEIGHTS Block 2 Lot 1 TALAVERA, EDUARDO G.; TALAVERA, YOLANDA R. PO BOX 964 ROSWELL, NM 88202

805 W. 11TH ST. S 32 T 10S R 24E SE4NW 4 W 58.5' E 615.5' N 175' IBARRA, PABLO 805 W. 11TH ST. #A ROSWELL, NM 88201-8245	1008 N. KANSAS AVE. KINGS Lot 4 THOMAS, HARRIETT SMITH ESTATE; C/O GEORGE LEONARD 5931 LA CIENEGA BLVD. LOS ANGELES, CA 92530-0542
1010 N. KANSAS AVE. 1012 N. KANSAS AVE. KINGS Lot 1 THRU Lot 3 J. KENNEY LLC. PO BOX 536 EL GRANADA, CA 94018	808 W. 13 TH ST. ARROYO AMEND Block 2 Lot 1 SANCHEZ, CECILIA J. 1518 N. OHIO AVE. ROSWELL, NM 88201
903 PEQUENO CAMINO CASA BONITA Block 4 Lot 5 N25' AND Lot 6 S50' MARQUEZ, JERRY; WALTERSCHEID, ANGELA 903 PEQUENO CAMINO ROSWELL, NM 88203	APPROX. 1400 Block S. SUNSET AVE. 7-11-24 SE4 NE4 NE4/ W248' E658' SE4 NE4 N OF HONDO RIVER PJC REVOCABLE TRUST 1409 S. SUNSET AVE. ROSWELL, NM 88203
200 S. OHIO AVE. WRIGHTS Block 9 Lot 1 E75' AND Lot 2 E75' N2 ADAMS, ALBERT E. C/O JARARD ADAMS P.O. BOX 4352 ROSWELL, NM 88202-4352	1204 W. WALNUT ST. WRIGHTS Block 9 Lot 1 W93.5' AND Lot 2 W93.5' N2 NASRALLAH, GABY; NASRALLAH, LINDA 5108 W. ALAMEDA ST. ROSWELL, NM 88203
APPROX. 803 S. MISSOURI AVE. 5-11-24 NW4 SE4 N90' W196.3' E800' E OF HONDO RIVER PORTER, PAKALI 4610 ACACIA ROSWELL, NM 88201	100 S. OHIO AVE. WRIGHTS Block 4 Lot 1 ZAMORA, CELESTE MICHELLE 107 CALLE DEL SOL ST. ROSWELL, NM 88201
610 W. VAN BUREN ST. MYERS REDIV Block 3 Lot 5 AND Lot 6 CARRAWAY, MELODY ANN; CARRAWAY, LAURA IRENE 6 PURPLE MARTIN ST. HUNTSVILLE, TX 77320	102 S. OHIO AVE. WRIGHTS Block 4 Lot 2 ZAMORA, CELESTE MICHELLE 107 CALLE DEL SOL ST. ROSWELL, NM 88201
605 S. MISSOURI AVE. ALAMEDA HEIGHTS Block 11 Lot 2 S50' ROBINSON RASHAD, HAKIMA; ROBINSON, DAVID 16 YAKIMA RD. DEXTER, NM 88230	105 N. OHIO AVE. WRIGHTS Block 2 Lot 10 AND Lot 11 EACHUS JR., OTTO G.; EACHUS, DOROTHY 805 MASON DR. ROSWELL, NM 88201
105 S. MISSOURI AVE. WEST SIDE Block 17 Lot 12 RODRIGUEZ ESPINOZA, ESTEBAN; RODRIGUEZ, MIGUEL ANGEL; RODRIGUEZ ESPINOZA, ALEJANDRO 2525 OLIVE ST. HUNTINGTON PARK, CA 90255	310 S. DELAWARE AVE. PAULY Block 4 Lot 4 BLEWETT, CARLTON; BLEWETT, DAVID 1612 W. 8 TH ST. ROSWELL, NM 88201

810 S. SUNSET AVE. S 6 T 11S R 24E SE4SE4 S 88' N 228.71' W 208.71' E 238.71' FERNENGEL, WILLIAM; MC GINTY, BRITTANY 5949 FLORIN-PERKINS RD. SACRAMENTO, CA 95828	605 S. DELAWARE AVE. PAULY Block 22 Lot 10 HALLSTEN, RONALD 229 GEORGE ST. BENSENVILLE, IL 60106
1200 CAMINO REAL RIO SECO Block 2 Lot 1 FEDERAL NATIONAL MORTGAGE ASSOCIATION 3900 WISCONSIN AVE. NW WASHINGTON, DC 20016	1007 W. WALNUT ST. WRIGHTS Block 6 Lot 8 E56.65' AND Lot 9 S2 E56.65' LEWIS, STEPHEN M.; LEWIS, DOROTHY J.; O'KELLEY, TRINA 207 CODDINGTON RD. ROSWELL, NM 88203
405 CYPRESS AVE. S 6 T 11S R 24E SW4NE4 E128.6' W148.6' N60' S1184.05' DELGADO, JOSHUA; DELGADO, BETTY M. 500 W. BRASHER RD., TRLR. 113 ROSWELL, NM 88203-5305	1608 W. JUNIPER ST. FAIR PARK AMEND Block 7 Lot 5 W52' STOLL, DANIEL LYNN; STRICKLAND, LYNETTE MARIE S. 801 HALL DR. ROSWELL, NM 88201
1009 IVY DRIVE THE MEADOWS Block 0 Lot 110 ROTTMAN, AMANDA; ROTTMAN, CHRIS 1 N. RIDGE CREST CIR. SILVER CITY, NM 88061-7248	APPROX. 1025 W. POE ST. THE MEADOWS Lot 145 CRA PROPERTIES, LLC. PO BOX Y TUCUMCARI, NM 88401-7022
2907 E. FRUITLAND DR. SOUTH PLAINS PARK Block 4 Lot 21 AND Lot 22 S1' PEMBERTON, TIM K.; PEMBERTON, ERPLE R. 2907 E. FRUITLAND DR. ROSWELL, NM 88203	1502 S. WASHINGTON AVE. CRESTMOR REDIV Block 0 Lot 1 LESS S6' C E BORDNERS Block 0 Lot 8 S4'S:8 T:11 S R: 24 E MBS INVESTMENT PROPERTIES, LLC. PO BOX 1316 ROSWELL, NM 88202-1316
APPROX. 1400 Block RILEY DRIVE SUNSET VILLA Block 2 TRACT A NM ROSWELL REALTY LLC. C/O 930 RIDGEBROOK ROAD SPARKS, MD 21152	1101 S. LEA AVE. VALLEY VIEW REDIV N2 Block 5 Lot 20 LUERAS, MAX; LUERAS, AIDE 1101 S. LEA AVE. ROSWELL, NM 88203 <i>Additional Mailing Address:</i> PO BOX 2522 ROSWELL, NM 88202-2522

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 18.

Meeting Date: 06/09/2016

COMMITTEE: N/A

CONTACT: Mike Mathews

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-38 - The Resolution shall require the removal or demolition of five (5) dilapidated structures.

BACKGROUND:

These structures constitute a public nuisance harmful to the public health, safety and general welfare.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for cost of removal.

LEGAL REVIEW:

The City Attorney has reviewed the current ordinance.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Code Enforcement recommends approval of Resolution 16-38.

Attachments

Resolution 16-38 Cond

Resolution 16-38 ATT

CITY OF ROSWELL
RESOLUTION NO.16-38

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO:

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing

person or persons.

3. In the event the owner or other interested party aggrieved shall file his protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED AND APPROVED 9th day of June 2016.

CITY SEAL

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

Location	Condition	Name
706 E. ALBUQUERQUE ST. BARNETTS Block 3 Lot 7	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	ANAYA, MARY S. 8208 COPPERLEAF TRAIL NE ALBUQUERQUE, NM 87122-1042
911 N. MICHIGAN AVE. RIVERSIDE HEIGHTS AMEND Block 6 Lot 6	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	GREEN, JO ANN 911 N. MICHIGAN AVE. ROSWELL, NM 88201
807 W. 11TH ST. S 32 T 10S R 24E SE4 NW4 W 50' E 665' N 160'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	DEMAREE, RALPH 2302 N. SHERMAN AVE. ROSWELL, NM 88201
610 W. TILDEN ST. ALAMEDA HEIGHTS Block 4 Lot 2 W 110.21' N 100'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	SELLS FAMILY TRUST; JO ANN SELLS TRUSTEE C/O JOHN J. MONAFO 6338 CLOVIS HWY ROSWELL, NM 88201
1422 W. 2 ND ST. S6 T11 R24E NE4 NE4 NE4 W 100' S150' N180'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	JORGE PEREIRA 1202 BAYLOR DR. ROSWELL, NM 88203

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 19.

Meeting Date: 06/09/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Consider funding of Lodgers' Tax for the 15th Annual Bitter Lake National Wildlife Refuge Dragonfly Festival in the amount of \$1,000.

BACKGROUND:

The 15th Annual Dragonfly Festival is scheduled for September 10-11, 2016. The event has been funded since 2008. This event offers dragonfly tours, bird tours and crafting events for kids. The total number of expected attendees is 1,200, which will include 400 from out-of-town. The location of the event is the Bitter Lakes National Wildlife Refuge.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Lodgers' Tax fund

- Visitor Promotion
 - 15 Annual Dragonfly Festival - budgeted

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Occupancy Tax Board recommended funding for this event at their meeting on May 24, 2016. The Finance Committee recommended funding for this event at their meeting on June 2, 2016.

STAFF RECOMMENDATION:

Council consideration of funding for the 15th Annual Bitter Lake National Wildlife Refuge Dragonfly Festival in the amount of up to \$1,000 of eligible expenses at 50% on a reimbursement basis.

Attachments

15th Annual Bitter Lake National Wildlife Refuge Dragonfly Festival



CITY OF ROSWELL –SPECIAL EVENT LODGERS' TAX FUNDS – APPLICATION

NAME OF EVENT:

Bitter Lake National Wildlife Refuge Dragonfly Festival (15th Annual)

DATE(S) OF EVENT: September 10-11, 2016

(application required 90 days prior to event)

NAME OF ORGANIZATION APPLYING FOR FUNDING:

Friends of Bitter Lake National Wildlife Refuge

DESCRIBE EVENT: All events (with the exception of the Photography Workshop) are free to the public.

The annual Dragonfly Festival is held to get local and out-of-the-area people a reason to come out and visit the Refuge to learn about nature and give them and their family a chance to actually "get out in nature". The Refuge has many other things to offer besides 'just' dragonflies but, since we are a recognized "hot bed" of dragonflies, that is what the festival is centered around. We offer many kid's and family events, including offering dragonfly tours and birding tours with recognized experts; wildlife tours with the Refuge biologist; and auditorium presentations. There are also kid's craft events offered all day on Saturday.

LOCATION OF EVENT: Bitter Lake National Wildlife Refuge, 4200 East Pine Lodge Road, Roswell, NM 88201

HOW WILL YOU ADVERTISE AND MARKET THE EVENT?

Local and area newspaper ads; local and area radio ads and announcements; our Friends (and government) websites; plus the national Dragonfly Society of the Americas newsletter and a billboard with this year's dragonfly poster winner's drawing displayed along with festival information the month before the festival begins. The drawings are submitted by area (kindergarten to 5th grade) school students.

HOW WILL ATTENDANCE AND ORIGIN BE MEASURED? By requesting visitors fill out our printed survey during the event.

ESTIMATED TOTAL # OF ATTENDEES: 1,200

EST. # ATTENDEES FROM OUTSIDE CHAVES CO.: 400

HAVE YOU DISCUSSED SPECIAL ROOM PACKAGES DURING YOUR EVENT WITH A ROSWELL LODGING FACILITY? No.

WHAT PERCENTAGE OF YOUR MARKETING BUDGET WILL BE USED OUTSIDE OF ROSWELL? 16% %

WILL YOU HAVE A WEBSITE FOR YOUR EVENT? Yes, both the Friends website and several government websites.

EVENT WEBSITE (if applicable): www.friendsofbitterlake.com

LIST FULL AMOUNT OF MARKETING/ADVERTISING and OTHER ELIGIBLE EXPENSES ON PAGE 2.

REMEMBER: FUNDING IS PROCESSED ON A REIMBURSEMENT BASIS AT 50% OF ELIGIBLE EXPENSES UP TO THE AMOUNT APPROVED
(a one-to-one match)

A REQUEST OF \$25,000 and up may require a signed contract with the City of Roswell.

PAID receipts for eligible expenses must be turned in for reimbursement.

Requested Funding must equal 50% or less of the Total Eligible Expenses listing on Page 2

AMOUNT REQUESTED \$ 1,000.00

IF YOU ARE REQUESTING SPONSORSHIP, PERSONNEL OR EQUIPMENT FROM ANY CITY DEPARTMENT - COMPLETE ON PAGE 2.

RULES AND REGULATIONS

I UNDERSTAND THAT THESE ARE PUBLIC FUNDS AND THEY ARE TO BE ADMINISTERED ACCORDING TO STATE LAW AND CITY ORDINANCES, AND I AGREE TO SUBMIT A FOLLOW UP REPORT WITH A FINANCIAL STATEMENT WITHIN NINETY (90) DAYS FOLLOWING THE EVENT OR I MAY FORFEIT THE FUNDS AS WELL AS ELIGIBILITY FOR FUTURE FUNDING. I AGREE TO USE THE CITY LOGO AND/OR "PAID IN PART BY THE CITY OF ROSWELL LODGERS' TAX" ON ALL ADVERTISING, VERBAL OR WRITTEN. I UNDERSTAND THAT THIS APPLICATION CONSTITUTES A CONTRACT BETWEEN THE CITY OF ROSWELL AND THE ORGANIZATION TO RECEIVE THE FUNDS, SHOULD THE FUNDS BE APPROVED BY THE OCCUPANCY TAX ADVISORY BOARD AND THE CITY OF ROSWELL GOVERNING BODY. I UNDERSTAND FUNDING MAY BE DENIED OR THAT APPROVED FUNDING AMOUNTS MAY DIFFER FROM THE AMOUNT REQUESTED ON THE APPLICATION. I ALSO UNDERSTAND THAT THE DISBURSEMENT OF FUNDS IS ON A DRAWDOWN REIMBURSEMENT BASIS (matched by Lodgers' Tax at 50% up to the funded amount, a one-to-one match).

NAME (PRINT) OF APPLICANT MAKING REQUEST: Bill Flynt, President of the Board of the Friends of Bitter Lake N.W.R.

SIGNATURE OF APPLICANT:

(SEND CHECK TO) ADDRESS / CITY / STATE / ZIP:

4200 East Pine Lodge Road, Roswell, NM 88201

PHONE: 575-622-1275

CELL: 575-622-1275

E-MAIL: flynt@plateautel.net

DATE SUBMITTED: 16 May, 2016

90 DAYS? (Y) / N

TO BE PRESENTED AT MEETING ON: 5-24-16

- ATTACH TOTAL PROPOSED BUDGET FOR EVENT ALONG WITH A DETAILED ADVERTISING/MARKETING BUDGET.
- PLEASE FEEL FREE TO ADD ADDITIONAL PAGES, SAMPLES OF ADS OR BROCHURE ARTWORK.
- PLEASE PROVIDE ORIGINAL APPLICATION PLUS (+) 5 COPIES OF APPLICATION, ADDITIONAL PAGES AND /OR SAMPLES
- MAIL OR DELIVER TO CITY OF ROSWELL, c/o Lodger Tax Grant Request, 425 N RICHARDSON, (P O BOX 1838), ROSWELL, NM 88202-1838

* SEE MEETING SCHEDULE FOR APPLICATION DUE DATES. (These are "Received by" dates, not postmarked dates.) Revised Jan 7, 2016

NAME OF EVENT: Bitter Lake National Wildlife Refuge Dragonfly Festival
DATE(S) OF EVENT: September 10-11, 2016
NAME OF ORGANIZATION: Friends of Bitter Lake National Wildlife Refuge

PROPOSED ELIGIBLE EXPENSES:

ELIGIBLE EXPENSES:	LOCAL AMOUNT	OUT –OF-TOWN AMOUNT	TOTAL AMOUNT	Out-of-Town %
NEWSPAPER	\$200.00	\$200.00	0	50%
MAGAZINE			0	
RADIO	\$800.00	\$200.00	0	25%
TELEVISION			0	
INTERNET	?		0	0%
PRINTING (brochures, posters, cards)	\$250.00		0	0%
MAILING	?		0	0%
T-SHIRTS (or other marketing items)			0	
SECURITY			0	
CLEAN UP (Sanitation)			0	
OTHER:billboard	\$800.00		0	0%
SUB TOTALS	0	0	0	

TOTAL ELIGIBLE EXPENSES: \$ 2,450.00⁰ (50% = \$ 1,225.00⁰)
 list the 50% or less as the amount requested on page 1.

IF YOU ARE REQUESTING SPONSORSHIP FROM A CITY OF ROSWELL DEPARTMENT – COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF SPONSORSHIP	ESTIMATED COST	*City use only*

IF YOU ARE REQUESTING CITY EMPLOYEES – PLEASE COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF WORK REQUESTED	# OF EMPLOYEES	DATES/TIME REQUIRED	TOTAL HOURS

IF YOU ARE REQUESTING CITY EQUIPMENT – PLEASE COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF EQUIPMENT	EST COST per day	# DAYS REQUIRED	TOTAL COST *City use only*

2015 EVENT INFORMATION:

**14th Annual Dragonfly Festival:
September 12-13, 2015**

Awarded Amount: \$1,000.00 Reimbursed Amount: \$1,000.00

1. Event Report
2. Financial Report
3. Survey Summary



CITY OF ROSWELL

SPECIAL EVENT LODGERS' TAX FUNDING - EVENT/FINANCIAL REPORT

NAME OF EVENT:	14th Annual Dragonfly Festival
DATE(S) OF EVENT:	September 12 & 13, 2015
NAME OF ORGANIZATION SPONSORING EVENT:	Friends of Bitter Lake National Wildlife Refuge
NAME OF CONTACT PERSON	Bill Flynt, II
MAILING ADDRESS:	406 East Northwood Drive
CITY / STATE / ZIP	Roswell, NM
PHONE: n/a	882-6566
	CELL PHONE: 575-622-1275
E-MAIL ADDRESS (optional):	flynt@plateautel.net

REPORT ON THE OUTCOME OF THE EVENT:

The event went very well. The weather was perfect and we had great crowds.

DESCRIBE ADVERTISING USED and IMPACT ON BRINGING VISITORS TO ROSWELL:

We mainly used radio advertising this year and brought in visitors from Artesia, Carlsbad, Clovis, Lovington, Portales, Floyd, Las Cruces, Capitan, Tularosa, Placitas, Albuquerque and Sandia Park in New Mexico. Plus people from Michigan; North Carolina; portland, OR; Ciudad Juarez, Mexico; Grand Junction & Longmont, CO; Baker City, Oregon; Lubbock, Hale Center & Marshall TX; Loveland, CO; Pagosa Springs, CO; Los Angeles, CA; Stony Plain, Alberta, Canada; Belgium and France.
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WHAT WAS ESTIMATED VISITOR ATTENDANCE?	1,300
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HOW WAS IT MEASURED?	We have a person assigned to show people where to park and he (she) uses a (clicker) counter to count people in the vehicles as they are directed to parking spots.
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WHAT WAS THE ESTIMATED HOTEL/MOTEL, LODGING IMPACT?	We know from our survey that at least eight vehicles used hotel/motels for at least one night. Probably many more did.
---	--

DO YOU PLAN TO REQUEST LODGERS' TAX FUNDS NEXT YEAR?	Yes many people ate meals in Roswell and I am sure that many had to fill their gasoline tanks while here.
--	---

WHAT IS THE ESTIMATED DATE?	September 10 & 11, 2016
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IF YOUR EVENT IS SCHEDULED AT THE SAME TIME AS A DIFFERENT EVENT, WOULD YOU BE WILLING TO CHANGE THE DATE?	no
--	----

ADDITIONAL REMARKS TO THE OTB:	We always hold the Festival on the weekend following Labor Day and we bring in dragonfly experts to be guides. They set aside this weekend for us every year.
	We really appreciate your help with advertising this event so we can bring in a large crowd.

SIGNATURE:	DATE: 16 December, 2016
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- Provide sample of the event survey used.
- Provide a complete summary of survey results for merchant, restaurant and lodging impact (how many room nights) (see page 3 of this form).
- Event Report is due ninety (90) calendar days following the last day of the event, an extension may be requested in writing if additional time is required due to unforeseen circumstances or emergency. (See policy for details.)

Last day of Event <u>9-13-15</u>	Received date <u>DEC 16 2015</u>	days <u>94</u>
(Revised Dec. 3, 2015)		



SPECIAL EVENT LODGERS' TAX FUNDING - FINANCIAL STATEMENT

EVENT NAME:	14th Annual Bitter Lake NWR Dragonfly Festival
Event Date(s):	12, 13 September, 2015
Statement date:	23 December, 2015
Provided by:	Bill Flynt, II

FULL EVENT REVENUE:	
Admissions	\$ 0.00
Registrations	\$ 385.00
Donations	\$ 2,785.00
Sale of Items	\$ 0.00
Vendor rental	\$ 75.00
Drawing for Door Prizes	\$ 2,359.00
Fund Transfer from	\$
Friends Nature Store	\$ 2,000.00
	\$
	\$
TOTAL REVENUE	\$ 7,604.00

FULL EVENT EXPENSES:		*LODGERS' TAX ELIGIBLE ONLY EXPENSES:
Advertisement **	\$ 3,143.58	\$ 3,143.58
Marketing **	\$	\$
Promotional **	\$	\$
Entertainment	\$ 926.02	\$
Food, Beverages, Snacks	\$ 147.82	\$
Judges Poster Contest	\$ 263.43	\$
Rental – Facility	\$	\$
Rental – Equipment tents	\$ 2,200.00	\$
Sanitation **	\$	\$
Security **	\$	\$
Police & Fire **	\$	\$
Credit Card Fees	\$ 20.24	\$
Door Prize Expenses	\$ 955.45	\$
other radio ads	\$ 600.00	\$
Photo Workshop	\$ 60.00	\$
TOTAL EXPENSES	\$ 8,316.54	\$

TOTAL REVENUE:	\$ 7,604.00	TOTAL EXPENSES:	\$ 8,316.54	PROFIT OR LOSS:	\$ -118.54
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* The amount of the expense which is eligible for Lodgers' Tax funding may be less than the Full Event Expense.

* Lodgers' Tax Eligible Expenses must equal or exceed the total of all the requests for reimbursement invoice listings.

** Lodgers' Tax Eligible categories only: Advertisement, Marketing, Promotional, Sanitation, Security, Police & Fire



SPECIAL EVENT LODGERS' TAX FUNDING - SURVEY SUMMARY

EVENT NAME:	<i>Dragonfly Festival</i>
Event Date(s):	<i>12-13 Sept, 2015</i>
Statement date:	<i>16 May, 2016</i>
Provided by:	<i>Bill Glynn</i>

EVENT ATTENDANCE:

TOTAL VISITOR ATTENDANCE:	<i>60</i>
OUT-OF-TOWN VISITOR ATTENDANCE:	<i>31</i>
OUT-OF-COUNTRY VISITOR ATTENDANCE:	<i>2</i>

Total Visitors include all, Out-of-Town are broken out of total but include Out-of-Country
Out-of-Country are broken out of the Out-of-Town

LODGING IMPACT:

HOTEL/MOTEL:	<i>21</i>
RV PARKS:	<i>0</i>
BED & BREAKFAST:	<i>2</i>
TOTAL ROOM NIGHTS	<i>23</i>

Room nights = # of rooms x # of nights (not people in rooms)

ROSWELL ECONOMIC IMPACT:

RESTAURANTS:	<i>78</i>
FUEL:	<i>?</i>
SHOPPING:	<i>?</i>

If your survey asked these questions please provide results

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 20.

Meeting Date: 06/09/2016

COMMITTEE: N/A

CONTACT: Sharon Coll

CHAIR: N/A

ACTION REQUESTED:

Consider approval of the minutes from the May 12, 2016 Regular City Council meeting and the May 23, 2016 Special City Council meeting.

BACKGROUND:

Minutes from the May 12, 2016 Regular City Council meeting and the May 23, 2016 Special City Council meeting.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Council consideration of the minutes from the May 12, 2016 Regular City Council meeting and the May 23, 2016 Special City Council meeting.

Attachments

Regular City Council minutes May 12, 2016

City Council Minutes Special May 23, 2016

Regular Meeting of the Roswell City Council
Held in the Bassett Auditorium at the Roswell Museum and Arts Center

Thursday, May 12, 2016 at 6:02 p.m.

The meeting convened with Mayor Kintigh presiding and Councilors Grant, Mackey, Henderson, Perry, Best, Foster, Denny and Sanchez being present with Councilors Sandoval and Oropesa being absent. Councilor Grant led in the Pledge of Allegiance and Councilor Sanchez led in Prayer.

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 15-56.

Councilor Sanchez moved to approve the agenda for the May 12, 2016 regular City Council meeting as presented. Councilor Mackey was the second. A voice vote was 7-1 and the motion passed with Councilor Perry voting no and Councilors Sandoval and Oropesa being absent. Councilor Perry asked to explain his vote and stated he has concerns with moving as presented due to changes/additions to the agenda packets. Another concern is not everyone watching from home has the ability to access an agenda and therefore makes it difficult for them to follow along.

NON-ACTION ITEMS

Presentation – Mystic. Daniel Fontanez gave a presentation on the services that Mystic provides and also discussed the facility. Mystic has been conducting business since 2003; providing law enforcement training and security services. The facility consists of a village, a shoot house and ranges.

Presentation – Community Investment Program. Police Chief Smith discussed the Community Investment Program stating the program is designed as a proactive community action plan which enlists the services of the entire city to its citizens who have a pre-determined need. The approach is clean-up, provide safety, open lines of communication, interact in an informal trust building mode, and enjoy the members of our community here in Roswell. The programs are located in various locations and include sports in the park, reading in the library and coffee with a cop. Goals for the 2016 Community Investment Program are to:

- Establish pride in each neighborhood by its respective inhabitants
- Build trust through communication, positive interaction and building partnerships
- Make our city better, one neighborhood at a time by helping and showing we care about our community members
- Investing in/committing to all of our community members
- Stop crimes before instead of reacting after
- Limit victimization and provide safety not only for our community but our municipal employees

Presentation – ESGR (Employer Support of the Guard and Reserve). Councilor Henderson stated the Employer Support of the Guard and Reserve is a local committee but also a nationwide organization supported by the Department of Defense, New Mexico National Guard and State Legislature. Councilor Henderson welcomed ESGR local committee Chairman Gary Smith. Mr. Smith discussed ESGR stating the local committee is made up of 25 volunteers that care about the National Guard's men and Reserves and their employers. The organization promotes cooperation and understanding between Reserve Component Service members and their civilian employers and to assist in the resolution of conflicts arising from employee's military commitment. ESGR has served our country for more than 40 years, fostering a culture in which all employers support and value the employment and military service of members of the National Guard and Reserve in the United States. The Roswell Fire Department was nominated for an award through ESGR this year and Deputy Chief Jason Sweatfield and Sargent Gary Saavedra were present to receive the award.

PUBLIC PARTICIPATION ON AGENDA ITEMS

Participants are mentioned on each item.

PUBLIC HEARINGS

Proposed Ordinance 16-08 – To hold a public hearing and vote on the adoption of Proposed Ordinance 16-08 modifying Article 9: R-3 Residential District, specifically, creating a new Conditional Use for daycare facilities in the R-3 zoning district, and Article 26: Signs. Councilor Perry moved to approve a public hearing on Proposed Ordinance 16-08 and adopt the modification of Article 9: R-3 Residential District, specifically, creating a new Conditional Use for daycare facilities in the R-3 zoning district, and Article 26: Signs. Councilor Grant was the second. Mr. Morris discussed Proposed Ordinance 16-08 stating day care centers with twelve or more children are subject to the following conditions of approval:

- Location is compliant with the provisions of 8.16.2.1
- Shall not exceed 10,000 square feet in gross floor area, and side yard setbacks on interior lot lines shall not be less than ten feet
- Signage shall be built to the standards of Article 26.7
- Location is accessed by a public road for use by police and fire vehicles
- Adequate and safe egress and ingress is provided for child pick-up and drop-off
- Adequate parking spaces are to be provided for all employees

IN FAVOR: NONE

OPPOSED: NONE

A roll call vote was as follows: Caleb Grant-yes, Natasha Mackey-yes, Steve Henderson-yes, Jason Perry-yes, Jeanine Best-yes, Barry Foster-yes, Tabitha Denny-yes, Savino Sanchez-yes and the motion passed (8-0) with Councilors Sandoval and Oropesa being absent.

Proposed Ordinance 16-09 – To hold a public hearing and vote on the adoption of Proposed Ordinance 16-09 amended and restated Drinking Water Loan No. 3205-DW. Councilor Grant

moved to approve a public hearing on Proposed Ordinance 16-09 and adopt the amended and restated Drinking Water Loan No. 3205-DW. Councilor Denny was the second. Mr. Zarr discussed Proposed Ordinance 16-09. The additional loan amount is \$2,817,900 principal, with a 75% forgiveness of the new additional principal. This is achieved with a loan subsidy available in the form of principal forgiveness equal to 75% of the additional loan amount. The term of the loan matures May 1, 2038 and the interest rate is 1.855365% (includes Administrative Fee). For the record Mr. Zarr handed out packets that explained minor changes to the proposed ordinance.

IN FAVOR: NONE

OPPOSED: NONE

Councilor Grant moved to amend Proposed Ordinance 16-09 by changing the dollar amounts as discussed by Mr. Zarr. Councilor Henderson was the second. A roll call vote was as follows: Caleb Grant-yes, Natasha Mackey-yes, Steve Henderson-yes, Jason Perry-yes, Jeanine Best-yes, Barry Foster-yes, Tabitha Denny-yes, Savino Sanchez-yes and the motion passed (8-0) with Councilors Sandoval and Oropesa being absent. Mayor Kintigh requested a roll call vote for the adoption of Proposed Ordinance 16-09 as amended. A roll call vote was as follows: Caleb Grant-yes, Natasha Mackey-yes, Steve Henderson-yes, Jason Perry-yes, Jeanine Best-yes, Barry Foster-yes, Tabitha Denny-yes, Savino Sanchez-yes and the motion passed (8-0) with Councilors Sandoval and Oropesa being absent.

CONSENT ITEMS

Bids & RFP'S

Consider approval of award of the annual striping to Highway Supply. Maintenance of citywide striping pavement markings requires annual restriping. The city has 650,000 linear feet of striping. This work is annually performed by utilization of New Mexico General Services Statewide Striping Agreement. Statewide Striping Agreement 60-80500-16-13992 was awarded to Highway Supply on March 9, 2016. Estimated cost is \$67,080 which does include 7.5% gross receipts tax.

RIAC Leases

Consider approval to authorize American Aggregate, LLC, a New Mexico Limited Liability Corporation, to renew their current lease agreement on an area of land. The lease is for the purpose of operating a concrete batch plant. The land is 270,000 square feet and new rent amount is \$494 monthly; \$5,928 annually. Rent adjustment is 2.49%. American Aggregate, LLC, has been a customer since May 1995.

Consider approval to authorize Michael Joseph Rohrbacher, an individual, to renew his current lease agreement on a small parcel land and a container. The lease is for the purpose of storage of display fireworks. The land is 650 square feet and new rent amount is \$118 monthly; \$1,416 annually. Rent adjustment is 2.61%. Michael Joseph Rohrbacher has been a customer since June 2009.

Consider approval to authorize Schlumberger Technology Corp., to renew their current lease agreement on Bunker No. 1111. The lease is for the purpose of explosives storage. The bunker is 1,790 square feet and new rent amount is \$259 monthly; \$3,108 annually. Rent adjustment is 2.78%. Schlumberger Technology Corp., has been a customer since November 1998.

Consider approval to authorize TSAY Construction & Services, LLC, a New Mexico Limited Liability Corporation, to renew their current lease agreement on seven bays to include office area and restrooms in Building No. 115. The lease is for the purpose of transportation garage and office. The building is 12,950 square feet and new rent amount is \$1,028 monthly; \$12,336 annually. Rent adjustment is 2.59%. TSAY Construction & Services, LLC, has been a customer since February 2012.

Resolution 16-31 – Weeds. The clean-up of approximately eighty six (86) separate properties within the City.

Resolution 16-32 – Condemnations. The removal or demolition of approximately three (3) dilapidated structures within the City.

Lodgers' Tax Request

Consider funding of Lodgers' Tax for the Rio Pecos Kennel Club Dog Show. The event is scheduled for September 10-11, 2016 and will be held at the Roswell International Air Center Park. The request is in the amount of \$1,778. The Occupancy Tax Board recommends funding for the Rio Pecos Kennel Club Dog Show in the amount of up to \$1,778 on a reimbursement basis at 50% of eligible expenses.

Consider funding of Lodgers' Tax for the Kicker Arenacross Show. The event is scheduled for June 3-4, 2016 and will be held at the Eastern New Mexico Fairgrounds outdoor arena. The event is an off-road motorcycle race traveling series, which has competitors from states all over the southwest. The request is in the amount of \$6,000. The Occupancy Tax Board recommends funding for the Kicker Arenacross Show in the amount of up to \$6,000 on a reimbursement basis at 50% of eligible expenses.

NEW BUSINESS/ REGULAR ITEMS

Resolution 16-33 – authorizes City Manager to enter into an easement with XCEL Energy in proximity of Roswell Relief Route and US 70. Councilor Best moved to approve Resolution 16-33 – authorizes the City Manager to enter into an easement with XCEL Energy in proximity of Roswell Relief Route and US 70. Councilor Grant was the second. Mr. Najar stated XCEL Energy has requested an easement, in which XCEL will construct electrical transmission improvements across City of Roswell property. All associated costs are to be borne by XCEL. XCEL'S monetary offer for easement rights is \$16,050. An additional \$745 is offered as temporary construction work space permit. All easement and plat will be per State statutes and filed by XCEL. A voice vote was unanimous and the motion passed with Councilors Sandoval and Oropesa being absent.

Resolution 16-34 – Budget Amendment Entry Signs. Councilor Grant moved to approve Resolution 16-34 – Budget Amendment Entry Signs. Councilor Denny was the second. Ms. Garcia gave a presentation on Resolution 16-34 stating the project was approved as a single phase, but as a result of recent budgetary constraints the construction is going into two phases. Phase one to be completed in FY2017 and phase two to be completed in FY2018. Mr. Morris discussed the process of each phase. A voice vote was unanimous and the motion passed with Councilors Sandoval and Oropesa being absent.

Resolution 16-35 – Budget Amendment Correction Fee's. Councilor Grant moved to approved Resolution 16-35 – Budget Amendment Correction Fee's in the amount of \$150,000. Councilor Denny was the second. Ms. Garcia gave a presentation on Resolution 16-35. City Council approved \$136,340 in FY2016's Final Budget for Correction Fees (Jailing Expense). The five year average is \$239,616 for jail expenses. The account was under-budgeted and is in a deficit of \$96,407 with two months remaining. A voice vote was 7-1 and the motion passed with Councilor Grant voting no and Councilors Sandoval and Oropesa being absent.

Consider advertisement of a public hearing for Proposed Ordinance 16-10 amending section 17-1 of the Roswell City Code Park Improvement Curb Frontage Fees to be combined to one account to address both park land acquisition and park amenities which offers more funding flexibility for park improvements. Councilor Denny moved to advertise for a public hearing for Proposed Ordinance 16-10 amending section 17-1 of the Roswell City Code Park Improvement Curb Frontage Fees to be combined to one account to address both park land acquisition and park amenities which offers more funding flexibility for park improvements. Councilor Mackey was the second. Mr. Phillips discussed Proposed Ordinance 16-10 stating it would amend Roswell City Code Section 17-1 by addressing the Park Improvement Curb Frontage Fees to be moved to one account to address both park land acquisition and park amenities instead of two accounts which offers more funding flexibility for park improvements. A voice vote was 7-1 and the motion passed with Councilor Foster voting no and Councilors Sandoval and Oropesa being absent.

Proposed Ordinance 16-11 – consider advertisement for a public hearing on Proposed Ordinance 16-11 that would amend Article VI of Chapter 10 of the Roswell City Code by adding a new section 10-59, entitled "Educational Neglect of a Child". Councilor Perry moved to advertise for a public hearing on Proposed Ordinance 16-11 – amend Article VI of Chapter 10 of the Roswell City Code by adding a new Section 10-59, entitled "Educational Neglect of a Child". Councilor Best was the second. Mr. Zarr gave a presentation on Proposed Ordinance 16-11. Elements of the offense include:

- Failure of a parent, guardian or custodian of a child under 13, who
- Knowingly of through neglect,
- Causes, allows or fails to prevent the absence of the child from school without an excuse
- For more than 10 days during any school year
- Is guilty of educational neglect of a child

Citations would be issued if charges are filed; the parent would not be arrested. Educational neglect would be a petty misdemeanor. This would be a further means of addressing parental educational neglect in addition to that provided under state law. A voice vote was unanimous and the motion passed with Councilors Sandoval and Oropesa being absent.

Proposed Ordinance 16-12 – consider advertisement for a public hearing on Proposed Ordinance 16-12 which would amend various sections of the Zoning Ordinance that pertains to construction and maintenance of parking lots and loading zones. Councilor Perry moved to advertise for a public hearing on Proposed Ordinance 16-12 – amend various sections of the Zoning Ordinance that pertains to construction and maintenance of parking lots and loading zones. Councilor Foster was the second. Mr. Morris discussed Proposed Ordinance 16-12. While the Zoning Code call out standards for the construction of parking lots and loading zones, there are no provisions for the maintenance of these same property features. The proposed text amendments are being offered in order to address the need to maintain parking lots in order to enhance public safety by reducing trip hazards and limiting unsafe vehicular movements due to a lack of striping. A voice vote was unanimous and the motion passed with Councilors Sandoval and Oropesa being absent.

Proposed Ordinance 16-13 – consider advertisement for a public hearing on Proposed Ordinance 16-13 which would amend various sections of the Zoning Ordinance that pertains to sanitation dumpsters, grease bins and enclosure requirements. Councilor Perry moved to advertise for a public hearing on Proposed Ordinance 16-13 – amend various sections of the Zoning Ordinance that pertains to sanitation dumpsters, grease bins and enclosure requirements. Councilor Foster was the second. Mr. Morris gave a presentation on Proposed Ordinance 16-13. The proposed text amendments are being offered in order to be able to better secure dumpsters and trash, while enhancing the aesthetics of the City. A voice vote was unanimous and the motion passed with Councilors Sandoval and Oropesa being absent.

Consider approval of a recommendation to update the Operational Policies and Procedures for the Roswell Convention and Civic Center. Councilor Denny moved to approve to update the Operational Policies and Procedures for the Roswell Convention and Civic Center. Councilor Mackey was the second. Mr. Sanchez discussed the recommended updates to the center. The Roswell Convention and Civic Center policies and procedures most recent update took place in 2008. Staff has requested several updates to the policy that will aid in the ability to manage the center. Councilor Perry moved to amend Section 6 of the Operational Policies and Procedures for the Roswell Convention and Civic Center. Councilor Henderson was the second. A voice vote was unanimous and the motion passed with Councilors Sandoval and Oropesa being absent. Mayor Kintigh requested a voice vote to approve updates to the Operational Policies and Procedures for the Roswell Convention and Civic Center as amended. A voice vote was 7-1 and the motion passed with Councilor Grant voting no and Councilors Sandoval and Oropesa being absent.

Consider approval of the appointments for the following boards/committees/commissions as recommended by Mayor Kintigh:

Cemetery Board

- Position 2-full term from 4/1/16 to 3/31/18 – Jack Ferguson
- Position 4-full term from 4/1/16 to 3/31/18 – Karen Roldan

ETZ Commission

- Position 1-full term from 4/1/16 to 3/31/17 – Matt Bristol
- Position 2-full term from 4/1/16 to 3/31/17 – Larry Connolly
- Position 3-full term from 4/1/16 to 3/31/17 – Mona Kirk

Library Board of Trustees

- Position 1-full term from 4/1/16 to 3/31/17 – Alyssa Rogers
- Position 2-full term from 4/1/16 to 3/31/17 – Judy Armstrong

Parks and Recreation

- Position 1-full term from 4/1/16 to 3/31/20 – Bob Edwards
- Position 3-full term from 4/1/16 to 3/31/20 – James Edwards
- Position 5-full term from 4/1/16 to 3/31/20 – Roy Gunn
- Position 6-full term from 4/1/16 to 3/31/20 – Mandy Owens

Planning and Zoning

- Position 1-full term from 4/1/16 to 3/31/20 – Kent Taylor
- Position 3-full term from 4/1/16 to 3/31/20 – Riley Armstrong
- Position 5-full term from 4/1/16 to 3/31/20 – Jesse McDaniel
- Position 6-full term from 4/1/16 to 3/31/20 – David Storey

Councilor Sanchez moved to approve the appointments of the boards/committees/commissions as recommended by Mayor Kintigh. Councilor Mackey was the second. A voice vote was unanimous and the motion passed with Councilors Sandoval and Oropesa being absent.

Discuss dates for a proposed City Council Workshop. Mr. Polasek discussed the items that will be presented at the proposed City Council Workshop. Those items include:

- Future recreation center location
- Future aquatic facility options
- Legislative agenda

The proposed date and time is Thursday, June 23rd at 6:00 p.m.

CLOSED SESSION

Councilor Sanchez moved to go into closed session, pursuant to NMSA 1978, § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City

of Roswell is or may become a participant. Councilor Denny was the second. A roll call vote was as follows: Caleb Grant-yes, Natasha Mackey-yes, Steve Henderson-yes, Jason Perry-yes, Jeanine Best-yes, Barry Foster-yes, Tabitha Denny-yes, Savino Sanchez-yes and the motion passed with Councilors Sandoval and Oropesa being absent.

FOR THE RECORD: Mayor Kintigh called for a 5 minute recess at 8:12 p.m.

The Council went into closed session at 8:17 p.m.

Councilor Sanchez stated that for the record the Council was back at 8:45 p.m. and they had a closed session pursuant NMSA 1978, § 10-15-1(H)(7); to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell may become a participant; no action was taken and no votes made.

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None

ADJOURNMENT

Meeting adjourned at 8:46 p.m.

Approved on this 9th day of June, 2016.

(City Seal)

DENNIS KINTIGH, MAYOR

SHARON COLL, CITY CLERK

Special Meeting of the Roswell City Council
Held at City Hall

Monday, May 23, 2016 at 6:00 p.m.

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 15-56.

ROLL CALL

The meeting convened with Mayor Kintigh presiding and Councilors Perry, Best, Sanchez, Sandoval, Mackey, Grant, Denny, Foster and Henderson present and Councilor Oropesa being absent.

APPROVAL OF AGENDA

Councilor Sanchez moved to approve the agenda as presented. Councilor Sandoval was the second. A voice vote was unanimous and the motion passed with Councilor Oropesa being absent.

REGULAR ITEMS

Resolution 16-36 – Preliminary Budget for the City of Roswell for fiscal year ending June 30, 2017. Councilor Grant moved to approve Resolution 16-36. Councilor Perry was the second. Mr. Polasek gave a presentation on Resolution 16-36 as follows:

1. Budget Assumption
2. Budget Process
 - Timeline
 - Process
 - Preliminary vs. Final
3. Major Fund Overview
 - Fund Balances
4. Revenue vs. Expenditures
5. Budget Detail Highlights
 - General Fund
 - Water/Wastewater
 - Sanitation
 - Airport
 - Capital Purchases
6. Next Steps

Councilor Grant moved to amend Resolution 16-36 by adding \$7,500 to fund 20154242424561 for General Supplies. Councilor Perry was the second. A voice vote was unanimous and the motion passed with Councilor Oropesa being absent. Councilor Grant moved to amend Resolution 16-36 by adding \$3,500 to fund 1014041404271 for Financial Dues. Councilor Henderson was the second. A voice vote was unanimous and the motion passed with

Councilor Oropesa being absent. Councilor Foster moved to amend Resolution 16-36 by adding \$40,000 to fund 10140414044817 for MainStreet Roswell Professional Services. Councilor Mackey was the second. Councilor Best had questions concerning MainStreet Roswell. Juliana Halvorson and Tom Blake from MainStreet Roswell were present to answer questions. A roll call vote was as follows: Jason Perry-yes, Jeanine Best-yes, Savino Sanchez-no, Art Sandoval-yes, Natasha Mackey-yes, Caleb Grant-no, Tabitha Denny-yes, Barry Foster-yes, Steve Henderson-yes and the motion passed 7-2 with Councilor Oropesa being absent. Mayor Kintigh called for a roll call vote to approve Resolution 16-36 – Preliminary Budget for the City of Roswell for fiscal year ending June 30, 2017 as amended. A roll call vote was as follows: Jason Perry-yes, Jeanine Best-yes, Savino Sanchez-yes, Art Sandoval-yes, Natasha Mackey-yes, Caleb Grant-yes, Tabitha Denny-yes, Barry Foster-yes, Steve Henderson-yes and the motion passed 9-0 with Councilor Oropesa being absent.

ADJOURN

Meeting adjourned at 6:38 p.m.

Approved on this 9th day of June, 2016.

(City Seal)

DENNIS KINTIGH, MAYOR

SHARON COLL, CITY CLERK

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 21.

Meeting Date: 06/09/2016

COMMITTEE: General Service

CONTACT: Jonathan Phillips

CHAIR: Tabitha Denny

ACTION REQUESTED:

Resolution 16-39 -To discuss and consider whether the City should apply for a governmental liquor licenses for the RIAC and Nancy Lopez Golf Course at Spring River, and / or to give City staff appropriate direction on whether to proceed to file such applications as set forth in Proposed Resolution 16-39. (Denny/J. Phillips)

BACKGROUND:

Proposed Resolution 16-39, would authorize the City to apply for governmental liquor licenses for the RIAC and the Nancy Lopez Golf Course at Spring River. City staff is asking the Council to consider whether the City should apply for governmental liquor licenses for these facilities and to contract for their operations with businesses who would be licensed as dispensers.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Resolution 16-39.

BOARD AND COMMITTEE ACTION:

General Services and Legal Committee both recommended the approval of the resolution at their May 2016 meetings.

STAFF RECOMMENDATION:

To discuss and consider whether the City should apply for governmental liquor licenses for the RIAC and Nancy Lopez Golf Course at Spring River.

Attachments

Resolution 16-39 Governmental Liquor Licenses

Aerial Golf Course

Aerial RIAC

RESOLUTION 16-39

**AUTHORIZING THE APPLICATION FOR GOVERNMENTAL LIQUOR LICENSES
BY THE CITY OF ROSWELL**

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that the City of Roswell make application for governmental liquor licenses to sell alcohol beverages pursuant to the provisions of NMSA 1978 § 60-6A-10, at the ROSWELL INTERNATIONAL AIR CENTER and at the NANCY LOPEZ GOLF COURSE AT SPRING RIVER, including Sunday sales; and

BE IT FURTHER RESOLVED, that the City Manager is authorized to cause applications to be prepared, executed and submitted to the Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department for such governmental liquor licenses, and to provide such documentation as the Alcohol and Gaming Division may require, to pay license application fees and to provide for surety bonds as required, to enter into contracts for such services needed to complete the application process, to designate employees to undertake responsibilities required in connection with the application and maintenance of such governmental liquor licenses;

BE IT FURTHER RESOLVED, provided such governmental liquor licenses are granted to the City by the Alcohol and Gaming Division for the above named facilities, that it is the intent of the Governing Body that the City lease said licenses to qualified lessees to operate at the above named facilities as licensed premises.

PASSED, ADOPTED, AND APPROVED this ____ day of June, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk



Proposed Liquor License site and location of nearest Schools and Churches for Nancy Lopez Golf Course at Spring River, Roswell, New Mexico.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 22.

Meeting Date: 06/09/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Resolution 16-40 - Consider approval of Resolution 16-40 which would require the City to maintain its parking lots to the same standards imposed upon private businesses. (Perry/Zarr)

BACKGROUND:

Municipalities in general are not subject to their own zoning ordinances. The City is considering the adoption of new maintenance standards for parking lots as part of the Roswell Zoning Ordinances. Proposed Resolution 16-40 would require the City to begin to develop a plan to identify and address the repair and maintenance of City owned parking lots to comply with the same standards that would be required by ordinance of the private sector.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Resolution 16-40.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval of Resolution 16-40 at their meeting on May 26, 2016.

STAFF RECOMMENDATION:

Attachments

Resolution 16-40 Parking lots

RESOLUTION 16-40

WHEREAS, municipalities are generally not subject to the provisions of their ordinances; and

WHEREAS, the City Council is mindful that in legislating maintenance standards for parking lots through ordinance which members of the business community will be required to follow, the City itself should lead by example and apply the same maintenance standards to its own parking lots.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that the City shall begin to develop a plan which identifies and addresses the repair and maintenance needs of all of the City's own parking lots and parking areas, with a goal of bringing and maintaining such parking lots and parking areas to the same standards that are required of private entities as may be required by ordinance.

PASSED, ADOPTED, AND APPROVED this 9th day of June, 2016.

Dennis Kintigh, Mayor

CITY SEAL

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 23.

Meeting Date: 06/09/2016

COMMITTEE: N/A

CONTACT: Louis Najar

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-41 - Consider approval of Resolution 16-41 which would adopt the City of Roswell Affordable Housing Plan. (Sanchez/Morris)

To view the [Affordable Housing Plan CLICK HERE.](#)

BACKGROUND:

The Affordable Housing Plan shows that there is a critical need for affordable housing options within the City of Roswell. State statutes allows local governments to engage in affordable housing activities, so long as there is an affordable housing plan which has been adopted by the City and approved by the Mortgage Finance Authority (MFA).

Subsequent to this, there will be an Affordable Housing Ordinance that will be presented next month to the City Council that will outline specific housing options that are supported by this Plan.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

There are no additional costs associated with this document at this time.

LEGAL REVIEW:

The City Attorney has reviewed Resolution 16-41.

BOARD AND COMMITTEE ACTION:

This item has been reviewed by the Affordable Housing Task Force which finalized its review on June 1, 2016, and recommended approval to the City Council.

STAFF RECOMMENDATION:

Consider approval of Resolution 16-41 which would adopt the City of Roswell Affordable Housing Plan.

Attachments

Resolution 16-41 Affordable Housing Plan

Resolution 16-41

A RESOLUTION OF THE CITY OF ROSWELL ADOPTING THE CITY OF ROSWELL AFFORDABLE HOUSING PLAN.

WHEREAS, there is a demonstrated need for additional affordable housing within the City of Roswell; and,

Whereas, the City of Roswell has an interest in assisting in developing more affordable housing units; and,

Whereas, State of New Mexico's Local Economic Development Act (LEDA) allows for local governments to assist in providing for affordable housing; and,

Whereas, the City of Roswell must adopt a plan that has been approved by the Mortgage Finance Authority.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

Section 1: The City of Roswell approves the Roswell Affordable Housing Plan dated May 25, 2016, thru the adoption of Resolution 16-41.

PASSED, ADOPTED, SIGNED and APPROVED the 9th day of June, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 24.

Meeting Date: 06/09/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Proposed Ordinance 16-14 - Consider advertisement for a public hearing on Proposed Ordinance 16-14 which would repeal the Community Improvement Commission. (Perry/Zarr)

BACKGROUND:

Based on direction provided by the City Council following a review of the Boards, Committees and Commissions, at your March 18-19, 2016 Retreat, Proposed Ordinance 16-14 would amend Article IV of Chapter 2 of the Roswell City Code, by repealing Sections 2-131, 2-132, and 2-133, entitled "Community Improvement Commission". The functions of the Community Improvement Commission are largely covered by other City boards, commissions, and staff, so that the functions of the Commission largely duplicate the those of other boards and City staff. The City has also experienced a lack of interest by residents in being appointed to the Commission, to the point where filling the membership of the Commission with persons who are not employees of the City has not been achievable.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance 16-14.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended advertising Proposed Ordinance 16-14 at its May 26, 2016 meeting.

STAFF RECOMMENDATION:

Council consideration to authorize for advertisement of a public hearing on Proposed Ordinance 16-14.

Attachments

Proposed Ordinance 16-14 Repeal of the Community Improvement Commission

PROPOSED ORDINANCE 16-14

AN ORDINANCE OF THE CITY OF ROSWELL ABOLISHING THE COMMUNITY IMPROVEMENT COMMISSION BY REPEALING SECTIONS 2-131, 2-132 AND 2-133, PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the functions of the Community Improvement Commission are largely covered by other City boards, commissions, and staff, so that the work of the Commission would largely duplicate the work and efforts of other boards and City staff; and

WHEREAS, the City has experienced a lack of interest by residents in appointments to the Commission, to the point where filling the membership of the Commission with persons who are not employees of the City has not been achievable.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

Section 1. The title of Division 4 of Article IV of Chapter 2 of the Roswell City Code is hereby amended to read as follows:

DIVISION 4. ~~COMMUNITY IMPROVEMENT COMMISSION~~ Reserved.

Section 2. Section 2-131 of the Roswell City Code is repealed in its entirety:

~~Section 2-131.—Created.~~

~~There is hereby created a community improvement commission.~~

Section 3. Section 6-132 of the Roswell City Code is repealed in its entirety:

~~Section 2-132. Membership.~~

~~(a) The city planner shall be an ex-officio member of the commission. Other city personnel may be appointed to the commission by the mayor.~~

~~(b) Commission members shall serve without compensation.~~

Section 4. Section 2-133 of the Roswell City Code is repealed in its entirety:

~~Section 2-133. Functions.~~

~~—The community improvement commission shall:~~

- ~~(1) Act in an advisory capacity to the governing body or the city manager, or both, in all matters pertaining to beautification programs, and quality of life including but not limited to, parks, public buildings, beautification ordinances and landscaping. The commission shall also advise with regard to suggested means of financing such activities in the form of express recommendations to the governing body and the city manager.~~
- ~~(2) Promote community improvement programs and serve as a forum for public discussions.~~
- ~~(3) Coordinate proposals or recommendations with city departments where their functions are interrelated or overlapping.~~
- ~~(4) Coordinate and cooperate with all city, state or federal agencies concerned with community improvement.~~
- ~~(5) Implement, carry out and coordinate policies of the governing body with reference to community improvement.~~

Section 5. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

Section 6. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

Section 7. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED the 14th day of July, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 25.

Meeting Date: 06/09/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Proposed Ordinance 16-15 - Consider advertisement for a public hearing on Proposed Ordinance 16-15 which would repeal the Behavioral Health Commission. (Perry/Zarr)

BACKGROUND:

Based on direction provided by the City Council following a review of the Boards, Committees and Commissions, at your March 18-19, 2016 Retreat, Proposed Ordinance 16-15 would amend Article IV of Chapter 14 of the Roswell City Code, by repealing Sections 14-26, 14-27, 14-28, 14-29, 14-30, 14-31, and 14-32, entitled "Commission on Behavioral Health". The Proposed Ordinance would also amend Section 2-44 of the Roswell City Code to assign review of behavioral health issues to the Public Safety Committee. The Commission on Behavioral Health has been inactive for a number of years, and issues concerning behavioral health can be effectively addressed by the Public Safety Committee as a standing committee of the Roswell City Council, since the Police and Fire Departments are the City departments most experienced with those individuals who have behavioral health issues through regular encounters with such individuals.

The functions of the Commission of Behavioral Health are largely duplicated by the various City departments and staff, so that the elimination of the Commission will not adversely affect the City on issues concerning behavioral health.

City departments are also able to coordinate efforts with other governmental agencies concerning behavioral health issues which exist or arise within the community, as well as seeking and contracting for expertise and advice in behavioral health issues from experts.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance 16-15.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended advertising Proposed Ordinance 16-15 at its May 26, 2016 meeting.

STAFF RECOMMENDATION:

Council consideration to authorize for advertisement of a public hearing on Proposed Ordinance 16-15.

Attachments

Proposed Ordinance 16-15 Repeal of the Behavioral Health Commission

PROPOSED ORDINANCE 16-15

AN ORDINANCE OF THE CITY OF ROSWELL ABOLISHING THE COMMISSION ON BEHAVIORAL HEALTH BY REPEALING SECTIONS 14-26, 14-27, 14-28, 14-29, 14-30, 14-31 AND 14-32, AND BY AMENDING SECTION 2-44 TO ASSIGN REVIEW OF BEHAVIORAL HEALTH ISSUES TO THE PUBLIC SAFETY COMMITTEE, PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the Commission on Behavioral Health has been inactive for a number of years; and

WHEREAS, issues concerning behavioral health can be effectively addressed by the Public Safety Committee as a standing committee of the Roswell City Council, since the Police and Fire Departments are the City departments most affected and experienced by regular encounters with those persons with behavioral health issues; and

WHEREAS, City departments are also able to coordinate efforts with other governmental agencies concerning behavioral health issues which exist or arise within the community, as well as seeking and contracting for expertise and advice in behavioral health issues from experts; and

WHEREAS, the functions of the Commission of Behavioral Health are largely duplicated by the various City departments and staff, so that the elimination of the Commission will not adversely affect the City on issues concerning behavioral health:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. The title of Article IV of Chapter 14 of the Roswell City Code is hereby amended to read as follows:

ARTICLE IV. ~~COMMISSION ON BEHAVIORAL HEALTH~~ Reserved.

SECTION 2. Section 14-26 of the Roswell City Code is repealed in its entirety:

~~Sec. 14-16.--Created.~~

~~There is hereby created a city commission on behavioral health.~~

SECTION 3. Section 14-27 of the Roswell City Code is repealed in its entirety:

~~Sec. 14-27.--Members.~~

~~(a) The membership of the commission will consist of:~~

~~(1) One member of the governing body who will be appointed for the duration of his or her term of office and by reason of his or her official tenure as such;~~

- (2) ~~One member of county government or administration;~~
- (3) ~~Up to five other individuals concerned with the issues of behavioral health.~~

SECTION 4. Section 14-28 of the Roswell City Code is repealed in its entirety:

~~Sec. 14-28. -- Organization and meetings.~~

- (a) ~~The commission will adopt its own rules of procedure, except as may be herein otherwise provided, and will keep a written record of its meetings in the form of minutes, which will be brief, but will include date and place of meeting, attendance, items or topics discussed and specific action recommended to the governing body. Minutes will be filed with the city clerk within ten days of approval and sufficient copies provided to the city manager for distribution and the city manager prescribes. It will be the duty of the secretary to incorporate in the minutes of the last monthly meeting of each year term a summary of recommendations promulgated and a bona fide record of members attendance for the term year.~~
- (b) ~~Meetings will be open to the public, and it will be the duty of the commission member so designated by the commission to ensure that due notice of the time, place and agenda of all commission meetings will be timely supplied to the commission membership, appropriate city staff, and adequately publicized, by publication, general news media as required by the Open Meetings Act Resolution.~~
- (c) ~~The commission may form, from within its membership or from without, special or standing committees reporting to the commission for any purposes as set out in functions below, and such committees may elect committee officers as the need may require.~~

SECTION 5. Section 14-29 of the Roswell City Code is repealed in its entirety:

~~Sec. 14-29. -- Functions.~~

~~The city commission on behavioral health will act in an advisory capacity to the City of Roswell, in policy matters, problem solving and education pertaining to issues of behavioral health in areas within the city, within the county, and in surrounding areas served by the city. The commission will suggest methods of financing programs and make express recommendations to the City of Roswell.~~

SECTION 6. Section 14-20 of the Roswell City Code is repealed in its entirety:

~~Sec. 14-30. -- Notice.~~

~~The city commission on behavioral health will promulgate a notice identifying itself and its functions and such notice may be prominently displayed in all facilities and complexes and all other public and private facilities or businesses providing behavioral health services.~~

SECTION 7. Section 14-31 of the Roswell City Code is repealed in its entirety:

~~Sec. 14-31. -- Staff support.~~

~~The governing body reserves the right to employ personnel to assist, advise or direct the commission on behavioral health.~~

SECTION 8. Section 14-32 of the Roswell City Code is repealed in its entirety:

~~Sec. 14-32. -- Sunset provision.~~

~~The city police committee may recommend to the governing body the dissolution of the city commission on behavioral health at any time. In the event the city police committee recommends dissolution, then the governing body by simple majority, may dissolve the city commission on behavioral health; said commission will cease to operate; and this ordinance creating the city commission on behavioral health will be considered null, void, and automatically repealed without the need for any further or formal repeal action.~~

SECTION 9. Section 2-44 of the Roswell City Code is amended to read as follows:

Section 2-44 Public Safety Committee

The Public Safety Committee shall review and consider policies that affect the operations of the police department, fire department, code enforcement department, 911 dispatch, ambulance services, emergency management and preparedness, animal control, and other public safety programs such as alarm ordinance and neighborhood watch, and fees associated with the provision of the foregoing public safety services. The Public Safety Committee shall also review and consider policies concerning behavioral health issues that were formerly considered by the City's Commission on Behavioral Health.

SECTION 10. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 11. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 12. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED the 14th day of July, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 26.

Meeting Date: 06/09/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Proposed Ordinance 16-16 - Consider advertisement for a public hearing on Proposed Ordinance 16-16 which would amend the Roswell Zoning Ordinance (Ordinance 10-02) to add accessory retail as a special use in the R-S district. (Perry/Zarr/Morris)

BACKGROUND:

Proposed Ordinance 16-16, would amend Section 2 of Article 6 of the Roswell Zoning Code (Ordinance 10-02) by adding small retail operations as special use in the R-S district.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance 16-16.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended advertising Proposed Ordinance 16-16 at its May 26, 2016 meeting. The Planning and Zoning Commission reviewed and recommended this amendment at its May 24, 2016 meeting.

STAFF RECOMMENDATION:

Council consideration to authorize for advertisement of a public hearing on Proposed Ordinance 16-16.

Attachments

Proposed Ordinance 16-16 Zoning

PROPOSED ORDINANCE 16-16

AN ORDINANCE OF THE CITY OF ROSWELL AMENDING SECTION 2 OF ARTICLE 6 OF THE CITY OF ROSWELL ZONING ORDINANCE BY ALLOWING LIMITED ACCESSORY RETAIL AS A SPECIAL USE IN R-S DISTRICTS, PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

Section 1. Article 6 of the City of Roswell Zoning Ordinance is hereby amended to read as follows:

ARTICLE 6: R-S RURAL SUBURBAN DISTRICT

Section 1. Purpose

This district is intended for agricultural uses, very low density single-family residential development, one residential unit per 2.5 acres, and other uses which maintain the low density residential nature of the district.

Section 2. Use Regulations

A. Permitted Uses are as follows:

1. Agricultural uses
2. Animals, livestock
3. Home Occupations
4. Publicly owned police/fire stations/parks or playgrounds and related buildings
5. Temporary real estate sales office for use during subdivision development
6. Single-family detached dwellings

B. Special Uses are as follows:

1. Agri-businesses and plant nurseries
2. Airports, heliports, and aircraft landing fields
3. Cemeteries, including mausoleums
4. Churches, convents, monasteries, parish houses, rectories, seminaries, and other places of worship and those uses usually associated with them like child care services
5. Golf courses and related buildings

6. Landfills
7. Extraction, loading, hauling, screening, crushing, washing, and storage of sand, gravel, topsoil, or other aggregate or minerals, including supporting equipment and buildings
8. Oil and gas wells and pumping stations
9. Penal, correctional, and other institutions necessitating restraint of occupants
10. Public utility/service/television/radio companies
11. Riding academies, stables, and similar uses
12. Schools; public or private, elementary, secondary, and colleges
13. Renewable energy facilities
14. Animal control shelter/facility/centers
15. Veterinary hospitals
16. Accessory retail, which shall be limited to no more than one thousand (1,000) square feet of interior space and two thousand (2000) square feet of outdoor space, and must be accessory to a permitted use onsite. The products sold shall be limited to those associated with homemade food and craft products and collectibles. There shall be a minimum of 5 parking spaces which may remain unpaved.

Section 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

Section 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

Section 4. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED the 14th day of July, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

Underscoring indicates addition to existing Code section.

~~Strike through~~ indicates delete of an existing Code section.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 27.

Meeting Date: 06/09/2016

COMMITTEE: N/A

CONTACT: Louis Najar

CHAIR: N/A

ACTION REQUESTED:

Proposed Ordinance 16-17 - Consider advertisement for a public hearing on Proposed Ordinance 16-17 which would adopt the City of Roswell Master Plan, Wayfinding Plan and the MRA (Metropolitan Redevelopment Area) Plan. (Best/Morris)

[To view the Master Plan CLICK HERE](#)

[To view the Roswell Wayfinding Plan CLICK HERE](#)

[To view the RR District MRA Plan CLICK HERE](#)

BACKGROUND:

This ordinance incorporates 3 separate but related plans. The Master Plan provides guidance for the entire City. The Wayfinding Plan provides policies and direction concerning creating better signage and wayfinding thru-out the downtown area, and the MRA Plan is a redevelopment plan for the Railroad district which is located between Virginia Avenue and Railroad Street, from 2nd Avenue to 8th Avenue.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

There are no additional costs associated with this document at this time.

LEGAL REVIEW:

The City Attorney has reviewed Ordinance 16-17.

BOARD AND COMMITTEE ACTION:

These items have been reviewed by the Infrastructure, Wayfinding, and MRA Plan Steering Committees which have finalized their reviews and provided comments which have been incorporated into these Plans.

STAFF RECOMMENDATION:

Council consideration to advertise for a public hearing on Proposed Ordinance 16-17 which would adopt the City of Roswell Master Plan, Wayfinding Plan and the MRA Plan.

Attachments

Proposed Ordinance 16-17 Master Plan

Proposed Ordinance No. 16-17

AN ORDINANCE OF THE CITY OF ROSWELL ADOPTING THE COMPREHENSIVE MASTER PLAN, THE WAYFINDING PLAN, AND THE RAILROAD DISTRICT METROPOLITAN REDEVELOPMENT AREA PLAN, PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the City of Roswell has determined that it is in its best interest to engage in long-range planning activities for the City; and,

Whereas, the City of Roswell has prepared three documents which will assist the City in future land development activities; and,

Whereas, These documents include the Comprehensive Master Plan which will provide assistance with planning decisions City-wide; and,

Whereas, the City of Roswell also developed the Wayfinding Plan to assist locals and visitors to more easily traverse thru-out the City; and,

Whereas, the City of Roswell is striving to create a more sustainable and harmonious community for its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

Section 1: The City of Roswell adopts the following plans:

- A. The 2016 Comprehensive Master Plan; and
- B. The 2016 Wayfinding Plan; and,
- C. The 2016 Railroad District Metropolitan Redevelopment Area Plan.

Section 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

Section 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

Section 4. This ordinance shall be effective after five (5) days following its publication as required by law. Underscoring indicates addition to existing Code section.

PASSED, ADOPTED, SIGNED and APPROVED the 14th day of July, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 28.

Meeting Date: 06/09/2016

COMMITTEE: Infrastructure

CONTACT: Louis Najar

CHAIR: Jeanine Corn-Best

ACTION REQUESTED:

Consider approval of award of the Museum Bridge Project to Vantage Engineering & Construction in the amount of \$82,361.37. (Best/Najar)

BACKGROUND:

The Museum Bridge is in dire need of rehabilitation. This project opened bids on May 24, 2016. The qualified low bidder is Vantage Engineering & Construction. A total of five bids were received. Vantage Engineering & Construction is a local Roswell contractor.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

This project is budgeted under current FY 2016 budget. Current low bid is within budget.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The award of this project was recommended by Infrastructure Committee at their meeting on May 26, 2016.

STAFF RECOMMENDATION:

Council consideration of approval the award of Museum Bridge Project to Vantage Engineering & Construction Company.

Attachments

ITB 16-045 Bid Tabulation

Purchase Award Letter

CITY OF ROSWELL
ENGINEERING DEPARTMENT
BID TABULATION

Museum Bridge Repair ITB-16-045

Page 1 of 2

[illegible]

TOTAL COST	\$232,788.00
NM Veterans Preference (7%)	
NM Resident Preference (5%)	
Bid with NM Preference	
TAX @ 7.5%	\$17,459.10
TOTAL	<u>\$250,247.10</u>

[illegible]

TOTAL COST	\$76,615.23
	\$76,615.23
TAX @ 7.5%	\$5,746.14
TOTAL	\$82,361.37

[illegible]

TOTAL COST	\$140,837.80
	\$140,837.80
TAX @ 7.5%	<u>\$10,562.84</u>
TOTAL	<u>\$151,400.64</u>

[illegible]

TOTAL COST	\$188,687.50
TAX @ 7.5%	\$14,151.56
TOTAL	<u>\$202,839.06</u>

CITY OF ROSWELL
ENGINEERING DEPARTMENT
BID TABULATION

Museum Bridge Repair ITB-16-045

				Engineers Estimate	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
541100	Structural Steel For Steel Bridges	Per Lb	11603	\$8.00	\$92,824.00
543100	Metal Railing, Pedestrian	Lin. Ft.	170	\$200.00	\$34,000.00
546000	Recoating of Surfaces	Sq. Ft.	3346	\$6.00	\$20,076.00
546200	SP 3 Power Tool Cleaning & Priming	Sq. Ft.	1284	\$12.00	\$15,408.00
569000	Composite Decking	Sq. Ft.	1012	\$40.00	\$40,480.00
601000	Removal of Structures & Obstructions	LS	1	\$10,000.00	\$10,000.00
621000	Mobilization	LS	1	\$20,000.00	\$20,000.00

TOTAL COST \$232,788.00

NM Veterans Preference (7%)
NM Resident Preference (5%)

Bid with NM Preference
TAX @ 7.5% \$17,459.10
TOTAL \$250,247.10

H.O. Construction 4	
UNIT PRICE	AMOUNT
\$3.65	\$42,350.95
\$144.65	\$24,590.50
\$11.90	\$39,817.40
\$19.30	\$24,781.20
\$24.95	\$25,249.40
\$25,183.85	\$25,183.85
\$20,000.00	\$20,000.00

TOTAL COST \$201,973.30

\$201,973.30
TAX @ 7.5% \$15,148.00
TOTAL \$217,121.30

Hasse Construction 5	
UNIT PRICE	AMOUNT
\$3.60	\$41,770.80
\$193.00	\$32,810.00
\$7.15	\$23,923.90
\$14.65	\$18,810.60
\$75.00	\$75,900.00
\$71,500.00	\$71,500.00
\$24,600.00	\$24,600.00

TOTAL COST \$289,315.30

\$289,315.30
TAX @ 7.5% \$21,698.65
TOTAL \$311,013.95

I certify that all information and tabulations are correct.





CITY OF ROSWELL

P.O. BOX 1838 + ROSWELL, NM USA 88202-1838 + TEL: 575.624.6700 + FAX: 575.624.6709 + www.roswell-nm.gov

To: Lupita Everett
Purchasing Agent

May 25, 2016

Re: Recommendation of Award
Museum Bridge Repair
Bid No. ITB-16-045

Bids received on May 24, 2016 for subject project have been reviewed. Bid tabulation sheet is attached. Five bids were received as follows: (Amounts include Tax)

Vantage Engineering & Construction from Roswell, NM - \$82,361.37
Villalobos Construction from Las Cruces, NM - \$151,400.64
Abraham's Construction from Albuquerque, NM - \$202,839.06
H.O. Construction from Albuquerque, NM - \$217,121.30
Hasse Construction from Albuquerque, NM - \$311,013.95

Upon completion of review the low bidder Vantage Engineering & Construction is qualified low bid. I hereby recommend award of this project to Vantage Engineering & Construction in the amount of \$82,361.37.

If you have questions or comments, please contact me.

Sincerely,

Louis Najar, P.E.
Director of Planning & Engineering

xc: Project Files

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 29.

Meeting Date: 06/09/2016

COMMITTEE: Infrastructure

CONTACT: Louis Najar

CHAIR: Jeanine Corn-Best

ACTION REQUESTED:

Consider approval of award of the Sewer Manhole Rehabilitation Project 2016 to Corrosion Resistant Coatings for the amount of \$239,985.15. (Best/Najar)

BACKGROUND:

The City of Roswell annually bids out a sewer manhole rehabilitation project. This year's project is for 54 sewer manholes. Several contractors picked up plans but only one submitted a bid. Corrosion Resistant Coatings has a satellite contractor's yard in Roswell and has maintained a presence in Roswell for 16 years.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

This project is budgeted under current FY 2016 budget. Current low bid is within budget of \$250,000.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The award of this project was recommended by Infrastructure Committee at their meeting on May 26, 2016.

STAFF RECOMMENDATION:

Council consideration of approval to award of the Sewer Manhole Rehabilitation Project 2016 to Corrosion Resistant Coatings.

Attachments

ITB 16-046 Bid Tabulation

ITB 16-046 Purchasing Award Letter

BID TABULATION

Page 1 of 1

I certify that all information and tabulations are correct.

I certify that all information and tabulations are correct.

Jim Moran



CITY OF ROSWELL

P.O. BOX 1838 + ROSWELL, NM USA 88202-1838 + TEL: 575.624.6700 + FAX: 575.624.6709 + www.roswell-nm.gov

To: Lupita Everett
Purchasing Agent

May 25, 2016

Re: Recommendation of Award
Sewer MH Rehabilitation Project 2016
Bid No. ITB-16-046

Bids received on May 24, 2016 for subject project have been reviewed. Bid tabulation sheet is attached. Several contractors picked up plans by only one bid was received as follows: (Amount includes Tax)

Corrosion Resistant Coatings from Elephant Butte, NM - \$239,985.15

Upon completion of review the low bidder Corrosion Resistant Coatings is qualified low bid. I hereby recommend award of this project to Corrosion Resistant Coatings in the amount of \$239,985.15.

If you have questions or comments, please contact me.

Sincerely,

Louis Najar, P.E.
Director of Planning & Engineering

xc: Project Files

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 30.

Meeting Date: 06/09/2016

COMMITTEE: N/A

CONTACT: Sharon Coll

CHAIR: N/A

ACTION REQUESTED:

Consider approval of the appointment for the following boards/committees/commissions as recommended by Mayor Kintigh: (Sanchez/Mayor Kintigh)

- Roswell Museum and Art Center (four year term) Completing remaining current term that expires 3/31/2019
 - Position 3 - Cymantha Liakos

BACKGROUND:

The following appointments are vacant for boards/committees and commissions.

- Roswell Museum and Art Center (four year term) Completing remaining current term that expires 3/31/2019
 - Position 3

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Council consideration of the appointment as recommended by Mayor Kintigh.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 31.

Meeting Date: 06/09/2016

COMMITTEE: N/A

CONTACT: Steve Polasek

CHAIR: N/A

ACTION REQUESTED:

Council consideration to appoint a member to the Southeastern New Mexico Community Action Corporation Board of Directors. (Sanchez/Polasek)

BACKGROUND:

Founded in 1965, the Southeastern New Mexico Community Action Corporation (SNMCAC) is a public, non-profit that provides services to residents in Chaves, Eddy, Lea, Lincoln and Otero counties. The services provided includes Head Start, senior transportation, home meal delivery, adult day care and others.

As a requirement of many of the programs and services, members of the Board of Directors should represent both the public and private sectors for the area. For the Head Start program in particular, at least one member must have a background and expertise in early childhood education and development. There is currently a public sector vacancy forthcoming. Mr. Hubert Quintana, on behalf of SNMCAC, requests the City of Roswell to consider the appointment of Dr. Suzanne Berry or another qualified person to the SNMCAC Board of Directors.

Dr. Suzanne Berry, former longtime faculty member at ENMU-Roswell, is being proposed for consideration. Dr. Berry is currently on the Board and would continue for a term of four years if re-appointed by the City. Dr. Berry worked as an instructor and Director of the Child Development Center at the ENMU-Roswell campus since 1985. Berry has a bachelor's degree from New Mexico State University, a master's degree from California State University at Long Beach and a doctorate.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Council consideration to appointment a member to the Southeastern New Mexico Community Action Corporation Board of Directors.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 32.

Meeting Date: 06/09/2016

COMMITTEE: N/A

CONTACT: William Zarr

CHAIR: N/A

ACTION REQUESTED:

CLOSED SESSION - Pursuant to NMSA 1978, § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation (claim of Jeanette Garza-Alvarez) in which the City of Roswell is or may become a participant. (Sanchez/Zarr)

BACKGROUND:

Pursuant to NMSA 1978, § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 33.

Meeting Date: 06/09/2016

COMMITTEE: N/A

CONTACT: Sharon Coll

CHAIR: N/A

ACTION REQUESTED:

DEPARTMENT REPORTS:

- Gross Receipts Tax
- Roswell Public Library
- Roswell Fire Department
- Human Resources
- Lodgers Tax
- Convention Center Room Fee
- Convention Center Activity
- Convention Center Expense
- Convention Center Maintenance
- Visitors Bureau
- Code Enforcement
- Parks and Recreation
- Roswell Police Department
- Animal Control

BACKGROUND:

Department monthly reports.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

For information only.

Attachments

Gross Receipts Tax
Roswell Public Library
Roswell Fire Department
Human Resources
Lodgers Tax
Convention Center Room Fee
Convention Center Activity
Convention Center Expense
Convention Center Maintenance
Visitors Bureau

Code Enforcement
Parks and Recreation
Roswell Police Department
Animal Control

**CITY OF ROSWELL
GROSS RECEIPTS TAX REPORT FY16
MAY 2016**

THIS MONTH'S
CHECK

\$2,600,079.99

LAST MONTH'S
CHECK

\$2,392,960.96

THIS MONTH'S
CHECK
1 YEAR AGO

\$2,653,762.48

2015 FISCAL YEAR
COLLECTIONS TO DATE

\$28,036,170.11

2016 FISCAL YEAR
COLLECTIONS TO DATE

\$26,458,039.49

YEAR TO DATE

-5.63%

LAST YEAR (MAY 2015)

-2.02%

LAST MONTH (APRIL 2016)

8.66%

BUDGETED INCREASE FOR FISCAL YEAR 2016

0.5%

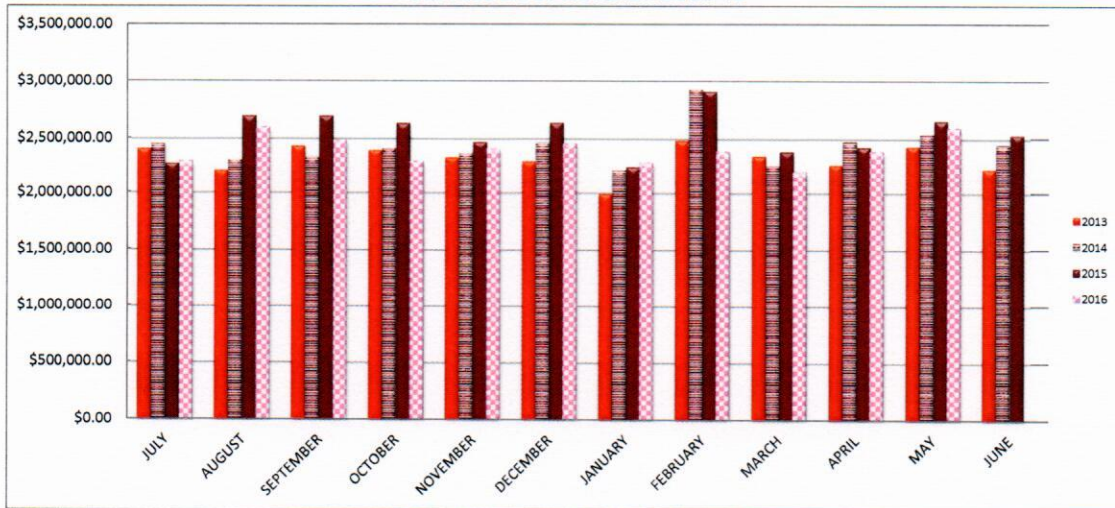
PERCENT VS BUDGETED AMOUNT

-6.13%

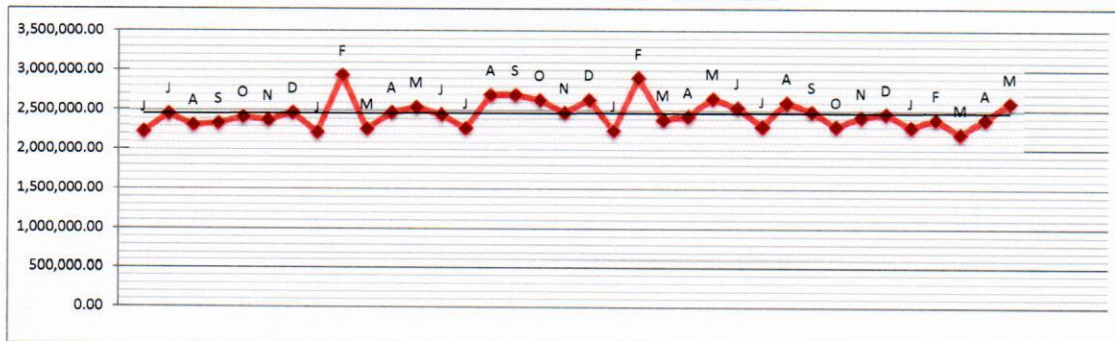
ACTUAL GROSS RECEIPTS TAX RECEIVED

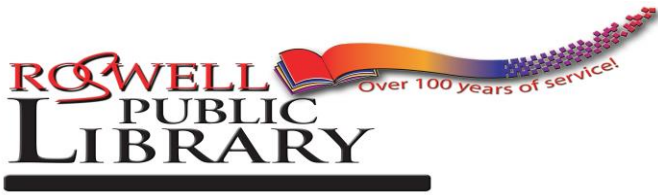
	Fiscal 2013	Fiscal 2014	Fiscal 2015	Fiscal 2016
JULY	\$2,411,603.33	\$2,456,299.54	\$2,276,972.79	\$2,302,833.20
AUGUST	2,214,879.40	2,317,234.25	2,695,926.14	2,600,775.56
SEPTEMBER	2,435,316.19	2,337,660.35	2,695,359.27	2,489,037.09
OCTOBER	2,398,219.78	2,416,541.63	2,632,327.18	2,300,185.71
NOVEMBER	2,333,992.18	2,377,565.87	2,473,024.72	2,416,633.33
DECEMBER	2,298,027.78	2,470,059.94	2,637,083.83	2,461,769.31
JANUARY	1,996,326.28	2,223,551.93	2,247,478.13	2,293,590.95
FEBRUARY	2,490,225.25	2,941,276.82	2,911,146.44	2,391,951.90
MARCH	2,349,737.54	2,266,645.09	2,387,102.40	2,208,221.49
APRIL	2,268,112.82	2,476,673.68	2,425,986.73	2,392,960.96
MAY	2,434,954.33	2,540,623.58	2,653,762.48	2,600,079.99
JUNE	2,229,736.02	2,450,030.17	2,536,492.00	
TOTAL	\$27,861,130.90	\$29,274,162.85	\$30,572,662.11	\$26,458,039.49

COMPARISON OF ACTUAL RECEIPTS



GROSS RECEIPTS TAX - THREE YEAR TREND





May Report

Building

Facilities Maintenance is working on replacing the tiles throughout the building.

Personnel

The big news this month is the retirement of Nancy Schummer, A/V and Young Adult Librarian at the end of May. She has been with the Library 15 years and worked in other Libraries as well. We wish her well in her retirement.

Dorsey Kelly, Custodian, joined our team this month.

Claire Gutierrez, Children's Librarian celebrated her first anniversary with us this month. She started as our part-time Librarian and was promoted to her current position in the Fall.

Training

One webinar was attended this month: Effective Library Marketing Using Social Flow.

Classes, tours, school visits, outreach, programs

Twelve Story Times were conducted this month.

One special story time was on Archaeology. Archaeologist Chuck Hannaford gave a special presentation on the Archaeological History of New Mexico. He talked about ancient artifacts found in New Mexico. He also tried to identify items brought in by our patrons. A fun hands on experience!

RPL Makers and Brick by Brick sessions were also held this month. These programs will not be presented again until the Fall.

The Children's Department visited Missouri Avenue School and conducted tours for 7 classes from various schools with a combined total of 448 students.

We also continued with our Color Between the Lines Adult Coloring this month.

The theme for the Summer Reading Program is On Your Mark, Get Set Read. Our calendar of events is full of wonderful opportunities for June and July! The t-shirt has been designed, the reading logs and calendars are at the printers and promotion of the program will start soon! We are planning on a fun summer for everyone!

City of Roswell Fire Department Chief's Report



To: City Council

From: Chief Devin Graham

Date: May 31, 2016

Ref: Department Report – January 1 to May 31

TOTAL CALLS FOR SERVICE – 3,466

EMERGENCY MEDICAL SERVICES DIVISION – Total Activities - 3107

CARDIAC ARRESTS – 20

CARDIAC ARREST SAVES – 6

FIRE SERVICES – Total Activities 359

Structure Fires – 18 False Alarms – 135

Vehicle Fires – 8 Grass Fires – 15

Dumpster – 11 EOD – 1

Other – 170 Fire Related Rescue - 1

FIRE MARSHAL'S DIVISION

General Inspections - 531

Fire Investigations – 23

Plans Reviews - 5

TRAINING DIVISION

Training Hours 2016 – 4,489

STAFFING AND RECRUITING

9 Current Shift Vacancies

Projecting Recruit Academy to Begin on July 8th, 2016.

PUBLIC OUTREACH ACTIVITIES

The fire department has been extremely active in public outreach opportunities including CPR classes, distracted driving instruction, *Every 15 Minutes* program, community investment program, recruitment events, multiple high school graduation firework displays, and Hike it and Spike it, among many others.

City of Roswell, NM
Personnel Changes for the Month of
May 2016

Status Legend

RFT - Regular Full-Time

RPT - Regular Part-Time

TFT - Temporary Full-Time

PFT - Probationary Full-Time

PPT - Probationary Part-Time

TPT - Temporary Part-Time

<i>NEW HIRE</i>				
Date	Name	Position	Department	Status
5/2/16	Otero, Nichole C.	Customer Service Clerk	Water-Customer Service	PFT
5/9/16	Kelley, Dorsey T.	Custodian	Library	PFT
5/27/16	Colette, Speer	Administrative Assistant	Museum	PFT
5/27/16	Montejano, Daniel M.	Police Recruit	Police	PFT
5/31/16	Alarcon, Roger A.	Police Recruit	Police	PFT
<i>TRANSFER/PROMOTION/DEMOTION</i>				
Date	Name	Position	Department	Status
4/29/16	Frederick, Cory D.	Museum Attendant (RFT) to Museum Attendant Senior	Museum	RFT
4/29/16	Martinez, Miguel A.	W & S Maintenance Worker to Warehouse Worker	Water	PFT
5/27/16	Sorensen, Michael P.	Fire Apparatus Operator to Assistant Fire Marshall	Fire	PFT
5/27/16	Wright, Kyle	Fire Apparatus Operator to Fire Lieutenant	Fire	PFT

<i>EXIT</i>				
Date	Name	Position	Department	Status
5/2/16	Edwards, Michael F.	Police Recruit	Police	PFT
5/6/16	Najar, Louis E.	Equipment Operator	Water	RFT
5/17/16	Lankasky, Benjamin S.	Police Officer	Police	RFT
5/20/16	Garcia, Jose A.	Ycc-Training Supervisor	Zoo	TFT
<i>RETIREMENT</i>				
Date	Name	Position	Department	Status
5/19/16	Tucker, Robert L.	Police Officer	Police	RFT
5/31/16	Aragon, Anna M.	Transit System Director	Transit	RFT
5/31/16	Griego, Jennifer	Air Center Manager	Air Center	RFT
5/31/16	Schummer, Nancy A.	Librarian	Library	RFT

**CITY OF ROSWELL
LODGERS' TAX REPORT - FY 16
MAY 2016**

THIS MONTH'S
TAXES RECEIVED

\$138,810.45

LAST MONTH'S
TAXES RECEIVED

\$86,566.72

THIS MONTH'S
TAXES RECEIVED
1 YEAR AGO

\$88,272.53

2015 FISCAL YEAR
COLLECTIONS TO DATE

\$1,040,654.87

ESTIMATED
PENDING FY16
COLLECTIONS

\$0.00

2016 FISCAL YEAR
COLLECTIONS TO DATE

\$982,073.40

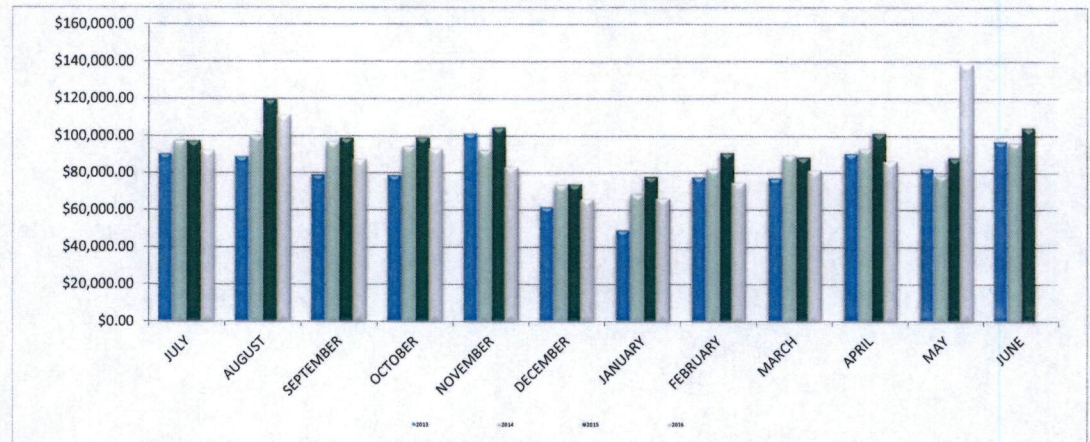
YEAR TO DATE (large collection on delinquent taxes *penalties collected included in total)
LAST YEAR (MAY 2015)
LAST MONTH (APRIL 2016)
BUDGETED DIFFERENCE FROM FISCAL YEAR 2015 ACTUAL

-5.63%
57.25%
60.35%
-1.56%

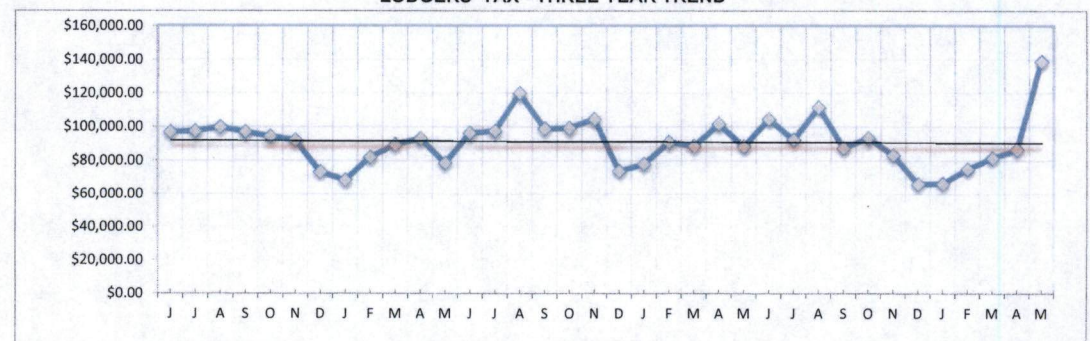
ACTUAL LODGERS' TAX RECEIVED

	Fiscal 2013	Fiscal 2014	Fiscal 2015	Fiscal 2016
JULY	\$90,300.33	\$97,457.04	\$97,411.08	\$92,243.43
AUGUST	88,793.82	99,919.54	119,690.78	111,352.47
SEPTEMBER	78,930.96	97,009.21	98,916.48	87,638.24
OCTOBER	78,633.40	94,330.06	99,236.39	93,266.12
NOVEMBER	101,235.86	92,167.32	104,505.66	83,360.96
DECEMBER	61,663.08	73,349.46	73,815.42	66,075.55
JANUARY	49,134.39	68,455.83	77,958.32	66,389.60
FEBRUARY	77,563.48	82,128.65	90,900.30	74,869.10
MARCH	77,103.81	89,411.65	88,540.91	81,500.76
APRIL	90,423.37	93,015.35	101,407.00	86,566.72
MAY	82,396.46	78,592.18	88,272.53	138,810.45
JUNE	96,994.71	96,268.38	104,358.62	
	\$973,173.67	\$1,062,104.67	\$1,145,013.49	\$982,073.40

COMPARISON OF ACTUAL RECEIPTS



LODGERS' TAX - THREE YEAR TREND



Penalties included in above Totals

APRIL 2016'S EVENTS:

1st Annual Roswell Ranchers Select Sale (working dogs), State Line Dance Party, Roswell Symphony Orchestra Concert-Pearson Auditorium, Over the Line Tournament-Cielo Grande, Arbor Day tree give away-Spring River Park and Zoo, March of Dimes annual walk-Russ DeKay Complex, Jazz Appreciation Month concert-Reischman Plaza and Anderson Museum, Joy Senior Center Spring Carnival-Joy Center, Library 110th Anniversary Celebration, Pool for Kids' Sake (Big Brother & Sister Tournament), Roswell Community Yard Sale, Together Our Unity Can Heal (T.O.U.C.H.) Society of Petroleum Engineers Golf Tournament, **Western Frontier Gun Show, Down Syndrome Foundation: Educational Workshop, 2016 SPS Forman Conference, no paid in part by Lodgers' Tax events**

EVENTS PAID IN PART BY LODGERS' TAX INDICATED IN BLUE, CONVENTION CENTER EVENTS IN GREEN

CITY OF ROSWELL CONVENTION CENTER ROOM FEE - FY16 MAY 2016

FY16 THIS MONTH'S
REVENUE & ROOM
TOTALS

\$87,807.50
35,123

FY16 LAST MONTH'S
REVENUE & ROOM
TOTALS

\$49,250.00
19,700

FY15 THIS MONTH'S
REVENUE & ROOM
1 YEAR AGO / TOTALS

\$51,347.50
20539

2015 FISCAL YEAR
COLLECTIONS TO DATE

\$617,777.50

ESTIMATED
PENDING
FY16
COLLECTIONS

\$0.00

2016 FISCAL YEAR
COLLECTIONS TO DATE

\$570,315.00

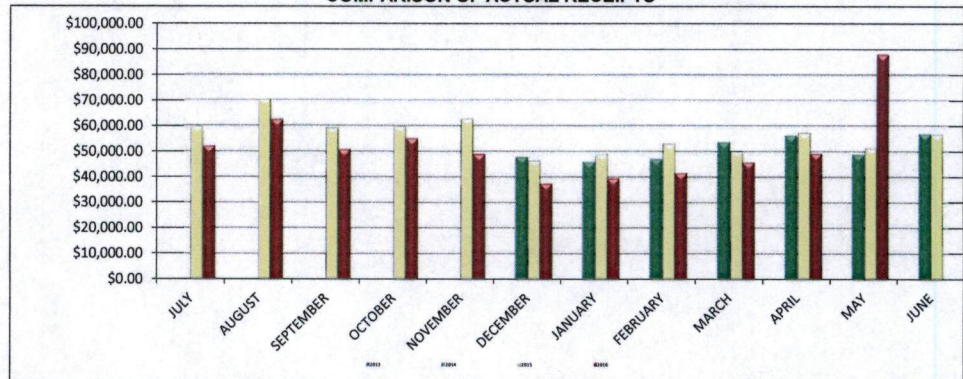
YEAR TO DATE	(large collection on delinquent fees *rooms* & *amount*)	-7.68%
LAST YEAR (MAY 2015)		71.01%
LAST MONTH (APRIL 2016)		78.29%
BUDGETED DIFFERENCE FROM FISCAL YEAR 2015 ACTUAL		-11.03%

ACTUAL CONVENTION CENTER FEES RECEIVED

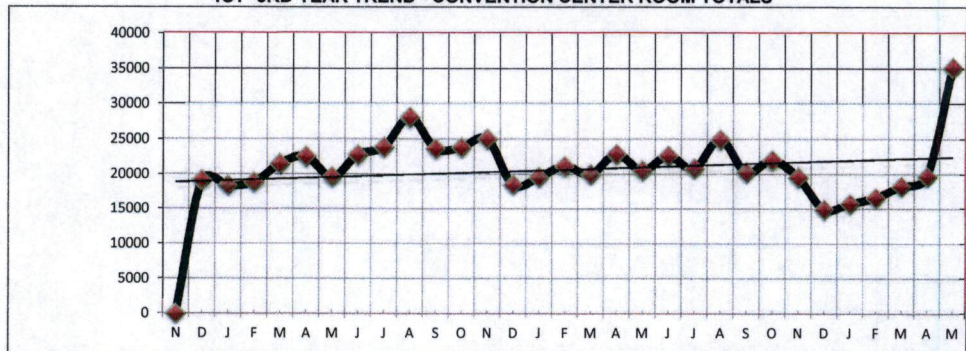
	Rooms FY13	Fiscal 2013	Rooms FY14	Fiscal 2014	Rooms FY15	Fiscal 2015	Rooms FY16	Fiscal 2016
JULY		\$0.00		\$0.00	23,846	\$59,614.50	20,826	\$52,065.00
AUGUST		0.00		0.00	28,087	70,219.00	24,973	62,432.50
SEPTEMBER		0.00		0.00	23,650	59,124.00	20,285	50,712.50
OCTOBER		0.00		0.00	23,817	59,542.50	22,020	55,050.00
NOVEMBER		0.00		0.00	25,024	62,560.00	19,578	48,945.00
DECEMBER		0.00	19156	47,890.00	18,502	46,230.00	14,957	37,392.50
JANUARY		0.00	18390	45,975.00	19,587	48,992.50	15,765	39,412.50
FEBRUARY		0.00	18842	47,105.00	21,171	52,927.50	16,609	41,522.50
MARCH		0.00	21489	53,722.50	20,003	50,007.50	18,290	45,725.00
APRIL		0.00	22540	56,350.00	22,885	57,212.50	19,700	49,250.00
MAY		0.00	19610	49,025.00	20,539	51,347.50	35,123	87,807.50
JUNE		0.00	22784	56,960.00	22,643	56,607.50		

\$0.00	\$357,027.50	\$674,385.00	\$570,315.00
FY 2013 ROOM TOTAL 0	FY 2014 ROOM TOTAL 142811	FY 2015 ROOM TOTAL 269754	FY 2016 ROOM TOTAL 228126

COMPARISON OF ACTUAL RECEIPTS



1ST- 3RD YEAR TREND - CONVENTION CENTER ROOM TOTALS



Penalties Collected in FY 2016 \$6,352.76 are not included in the above totals

1st Annual Roswell Ranchers Select Sale (working dogs), State Line Dance Party, Roswell Symphony Orchestra Concert-Pearson Auditorium, Over the Line Tournament-Cielo Grande, Arbor Day tree give away-Spring River Park and Zoo, March of Dimes annual walk-Russ DeKay Soccer Complex, Jazz Appreciation Month concert-Reischman Plaza and Anderson Museum, Joy Senior Center Spring Carnival-Joy Center, Library 110th Anniversary Celebration, Pool for Kids' Sake (Big Brother & Sister Tournament), Roswell Community Yard Sale, Together Our Unity Can Heal (T.O.U.C.H.) Society of Petroleum Engineers Golf Tournament, Western Frontier Gun Show, Down Syndrome Foundation: Educational Workshop, 2016 SPS Forman Conference, no paid in part by Lodgers' Tax events

EVENTS PAID IN PART BY LODGERS' TAX INDICATED IN BLUE, CONVENTION CENTER EVENTS IN GREEN

APRIL 2016'S EVENTS:



Comments:	<ul style="list-style-type: none"> ● RISD Testing- Event holder said everything was great and she appreciated all the help from the staff.
	<ul style="list-style-type: none"> ● ENMUR Graduation- Both ceremonies went well with no problems, they also said they appreciated to Convention Center and Staff.
	<ul style="list-style-type: none"> ● VV Car Show- Event holder said everything was wonderful including the weather. Also stated they liked the new parking lot and thanked us for all our help.
	<ul style="list-style-type: none"> ● University HS Graduation- Event holder was pleased all went well attendance was great.
	<ul style="list-style-type: none"> ● Morales Wedding- The event holder thanked our staff for everything we did to help setup for her wedding and said they had a wonderful time.



MONTHLY EXPENSE REPORT

MAY, 2016

CURRENT				
Date	Vendor	Item	PO	Amount
5/3/2016	Office Max	Office Supplies	89254	\$79.99
5/4/2016	Roswell Seed	16-8-8 Fertilizer	162712	\$381.60
5/5/2016	UniFirst	Service	Open	\$44.33
5/6/2016	Louie's Service	Bag Kit	A89165	\$89.99
5/11/2016	Office Max	Ink-Stamp pad	A89167	\$18.76
5/12/2016	Unifirst	Service	Open	\$87.56
5/18/2016	Farmer Brothers	Coffee Supplies	163939	<u>\$196.90</u>
5/18/2016	Cintas	First Aid Supplies	163921	\$114.54
5/19/2016	UniFirst	Service	Open	\$44.33
5/20/2016	Roswell Livestock	Bolts	A89168	\$2.45
5/20/2016	Enchantment Pest Control	Service	Open	\$32.25
5/23/2016	Carpet Clinic	Carpet Cleaning	163922	\$1,499.00
5/23/2016	Roswell Livestock	Painting Supplies	A89169	\$84.17
5/26/2016	UniFirst	Service	Open	\$79.99
5/26/2016	Office Max	Binders	A89255	\$79.95
Current Total:				\$2,835.81

Pending				
Date	Vendor	Item	PO	Amount
Pending:				\$0.00



GOALS/ACTIVITY AND MONTHLY MAINTENANCE REPORT

May, 2016

Facilities Maintenance

Maintenance Staff attended an Irrigation Class held by Parks and Recreation at the adult Center. With the staff maintaining the lawns and grounds for both the Convention Center and Museum this training will very beneficial. The carpets in the Exhibit Hall were shampooed and scotch guarded on May 23rd. The carpets in the Lobby, Breakout Rooms, East Hallway and Offices are scheduled to be shampooed and scotch guarded on June 13th. The Restrooms in the entire facility were sanitized and chemical washed on the 31st of May. The kitchen floor tile and appliances are scheduled to be sanitizer and chemical washed on June 13th. Staff constantly stays busy with the events, maintenance, cleaning, and repairs needed at the Center.

Exterior Repair and Maintenance

Staff worked on power washing the walls and sidewalks on the entire west side of the facility. Orlando from Facilities Maintenance started priming the north side exterior wall for the building and will be applying paint when the temperature allows. Orlando will also get a paint match of the existing color. Facilities Maintenance is also working on texture repairs in the lobby and bathrooms on the west side of the building.

Floors and Carpet

The tile and grout in all the entry ways and lobby are scheduled to be chemically washed and cleaned on June the 9th. The Exhibit Hall carpets were shampooed and scotch guarded on May the 23rd. The kitchen floor tiles are scheduled to be sanitized and washed on June 13th. The carpets in the Classrooms, East Hall Way and front offices are scheduled to shampoo and scotch guarded on June 13th. Due to all the wear and tear during the year this is done once a year to keep a nice clean appearance. The cleaning, washing and sanitizing of the tile floors in the center are scheduled on a quarterly basis. Staff keeps up with the spot cleaning as well as stain removal of the tile and carpets in the entire facility before and after events.

Restrooms

The tile floors in all the rest rooms were chemically washed and cleaned on May 31st. Staff and Facilities Maintenance are staying on top of the drains in the Concession Stand and the sewer lines in the ladies restroom on the west side of the lobby. Hoping to eliminate the odor we have been dealing with on the north side of the lobby on windy days.

Fire Alarm System

Old Guard LLC preformed their quarterly test on March 29th with no problems. Inspection and testing of the fire alarm system has per NFPA and the Office of the Fire Marshal. Testing is done on a quarterly basis and the next test is scheduled for July.

GOALS /ACTIVITY AND MONTHLY MAINTENANCE REPORT May, 2016

Visitors Center

For the month of May the Visitors Center made sure point of interest brochures were given to local campgrounds, hotels, and walk in visitors, brochures were also mailed out to people inquiring about Roswell. The Visitors Center staff prepared 1000 goodie bags for numerous events around the city. Visitor bags have been made in anticipation of the vast amount of visitors due to the UFO Festival and other summer events. Staff is also designing a flyer that will be handed out to visitors visiting the UFO museum in an effort to draw more tourist to the Visitors Center. Staff called the hotels and motels to make sure they were stocked with the Roswell Day Trip brochures, Visitors Guide and any information about other towns in New Mexico. We continue to promote all the events in Roswell on the Portales radio on Thursday morning of every week. Staff also continues to update the Visitors Center Facebook page and the Visitors Center Calendar on a daily basis to bring attention to events in Roswell.

Staff

The Events Receptionists continue to work on the event files for the month of June, July and August. The rental packets were restructured to include the recently updated policies & procedures. Staff continues to give tours of the facility to new and potential event holders. The event Services Director continues to update the Centers Facebook to inform the public of upcoming events. During the month of May, 2016 the Roswell Convention Center accommodated a total 21 event days. Some of the events this month were the RISD Testing, ENMU-R Graduation, Valley Vintage Car Show and University High School Graduation. The events held this month had an estimated attendance of 3,996 guest.

Ground Maintenance

Convention Center Staff continues to maintain the lawns and parking lot for the Convention Center and Museum along with cleaning under and around all the scrubs and in the parking lot and picking up trash in the spring river on the west side and next to the museum. Staff also maintains the Spring River between the Convention Center and the Museum cleaning and removing weeds and trash.

Museum Ground Maintenance

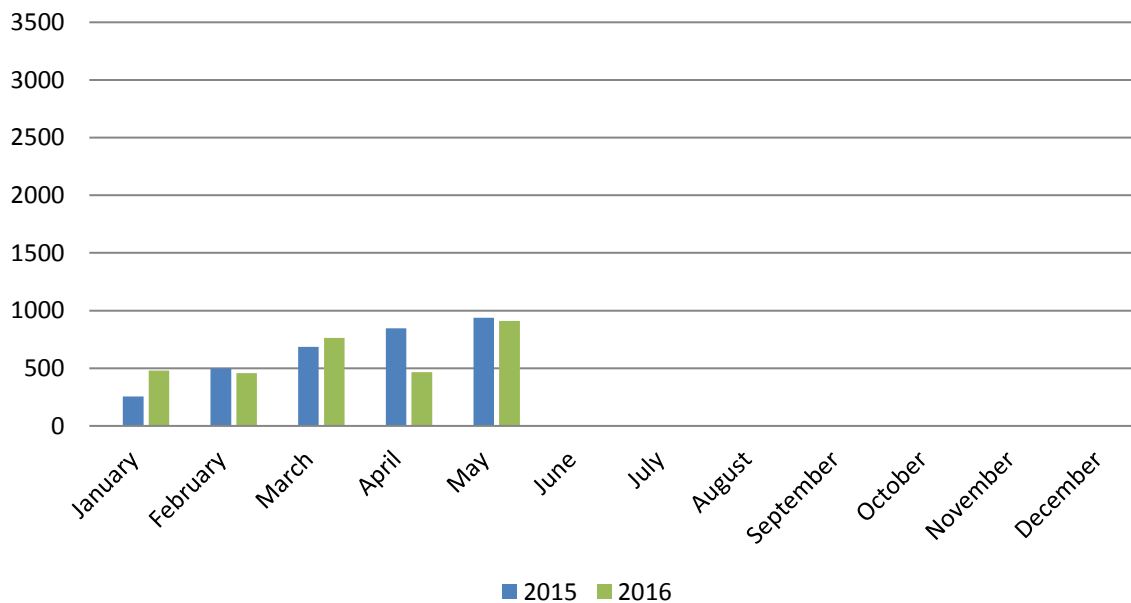
The Convention Center Staff continues to maintain the lawn at Museum. Replaced sprinkler heads and valves in preparations for the upcoming growing season. Staff has also been working on the flower beds and plants on the south side of the Museum as time allows.

Roswell Visitor Center
Monthly Report
May 2016

	May		Comparison	
	2016	2015	2016	2015
Roswell & 200 mile Radius	13	44	127	132
New Mexico Visitors (not including Roswell Area)	41	69	315	165
US Visitors (not including New Mexico)	760	632	2312	2270
Foreign Visitors	91	146	425	514
Unknown	5	46	53	140
Totals Visitors	910	937	3077	3221
Nights Stayed in Roswell	340	452	1054	1183

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Total Visitors - Comparison



CITY OF ROSWELL
CODE ENFORCEMENT DEPARTMENT
Month: May 2016

CODE ENFORCEMENT	This Month	This Month 2015	YTD*	2015 YTD*
Notices Mailed	702	919	6,868	7,496
Voluntary Compliance	521	566	4,126	4,698
No. of Cases Filed	43	5	230	101
No. Cases Dismissed	0	0	5	12
Resolution	82	123	636	867
Cleaned by City	44	25	360	330
Weeds	552	717	4,210	5,354
Inoperable Vehicles	31	28	389	254
Litter	35	42	729	647
Unsanitary Premises	45	55	773	676
Signs	0	2	184	77
Zoning	1	0	38	2
Obstructions	11	18	73	132
Public Nuisances	15	25	270	297
Garage Sales No permit	12	31	150	35

BUSINESS LICENSES	This Month	This Month 2015	YTD*	2015 YTD*
Total Licenses Issued	91	153	1,862	2,040
Renewed Licenses	47	115	1,484	1,607
New Licenses	30	27	259	245
Temporary Permits Issued	14	11	119	188
Receipts	\$4,463	\$6,241	\$72,465	\$74,760

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month	This Month 2015	YTD*	2015 YTD*
New Construction	4	5	44	42
All Other Construction	54	79	639	688
Total Permits Issued	58	84	683	730
Total Active Permits	432	502	***	***
Current Valuation	\$1,694,096	\$1,564,374	\$40,194,439	\$26,021,839
Total Fees Collected	\$16,152	\$19,986	\$257,941	\$330,001

PLUMBING INSPECTIONS	This Month		This Month 2015		YTD*		2015 YTD*	
Plumbing & Gas Permits--New	10	\$1,026.00	8	\$644.50	128	\$10,947.75	119	\$11,570
Plumbing & Gas Permits—Misc.	39	\$2,006.50	35	\$1,913.15	359	\$15,373.50	389	\$19,195.65
Gas Line Inspections	20	\$614.00	17	\$510.00	289	\$8,156.75	220	\$7,805
Totals	69	\$3,646.50	60	\$3,067.65	776	\$34,488.00	728	\$38,570.65

ELECTRICAL INSPECTIONS	This Month		This Month 2015		YTD*		2015 YTD*	
Electric Permits--New	7	\$1,465	1	\$100	50	\$7,085	57	\$9,235
Electric Permits—Misc.	277	\$10,400	37	\$2,495	672	\$33,295	419	\$23,810
Service Change	17	\$740	9	\$355	138	\$5,370	101	\$3,865
Totals	301	\$12,605	47	\$2,950	860	\$45,750	577	\$36,910

*Figures calculated to reflect FYTD

Signed: _____
C: CE monthly May 2016.docx

PARKS & RECREATION DEPARTMENT
May 2016

PARKS

Total department acreage	627.2
Parks-acres in inventory	486.2
Recreation Trails	11.2 miles
Full time Employees	16
Temporaries/FTE	4/2

Maintenance

- Checking and repairing irrigation.
- Mowing and spraying for weeds.

Specifics

- In preparation for events at Cielo Grande the fields were fertilized, irrigation repaired, fencing set-up.
- In preparation to open the new splash pad at Poe Corn Park, finished grinding stumps, repaired irrigation, a new park sign was set in concrete, picnic shelters were painted, signs hung, landscaped and new grass planted.
- Assisted with set-up and tear down for Hike It & Spike It
- Planted trees for the Boy Scouts for their 100 year anniversary at Margo Purdy Park.
- Repaired irrigation at the airport and preplanned for future irrigation there.
- Repaired irrigation at the Esplanade, continued tree plantings.
- Assisted with set-up and tear down for Walk for Hope
- Continue working on the list of improvements at the Zoo
- Planted and landscaped 50 – 60 plants at the Zoo
- At the Veteran’s Cemetery, preplanning turf management, weed and fertilizer program and equipment. Researching use of lasers for increased accuracy in placement of headstones.

Submitted by **Jim Burress**
 Parks and Grounds Manager

Approved by **Tim Williams**
 Parks and Recreation Director

SOUTH PARK CEMETERY

Number of casket burials	26
Number of cremation burials	7
Veteran’s Cemetery casket burials	3
Veteran’s Cemetery cremation burials	3
Acres in inventory	210
Full-time employees (FTE) equivalent	7
Total Revenue for May 2016	\$28,500

Maintenance

- Trimming and mowing of all 71 blocks
- All preparations done at the General Douglas McBride Veteran’s Cemetery and South Park for the Memorial Day Celebration

Specifics

- Conducted a total of 39 services for the month of May
- Conducted a service on Memorial Day weekend
- Hosted numerous patrons during the Memorial Day Weekend.

Submitted by **Ruben Esquevel, South Park Cemetery Supervisor**
 Daisy Diaz, Administrative Assistant

Approved by **Tim Williams, Parks and Recreation Director**

NANCY LOPEZ GOLF COURSE AT SPRING RIVER

Total Department Acreage	144
Trees	2200
Full Time Employees (FTE) equivalent	6
Temporaries/Full Time Equivalent	2.5
Total Revenue for May 2016	TBD

Maintenance

- Fertilized Cielo Grande and Special Events with ammonium sulfate on the 19th and 23rd.
- Treated Cielo Grande and Special Events with pre-emergent herbicide to control summer annual weeds and grasses on the 23rd and 25th.
- Treated Cielo Grande and Special Events with post emergent herbicide for the control of broadleaf weeds.
- The greens were tested for nematodes and the levels were high enough to justify treatment to reduce the population. In simple terms a nematode is a very small worm that lives in and on plant roots reducing the length and density of the root system. This reduces the vigor and survivability of the plant. The greens will be treated 4 times on 14 day intervals. This is very rare and can cause considerable turf loss.
- The golf course fairways, roughs and tee boxes were fertilized with ammonium sulfate on the 27th.

Specifics.

- Held the High School State Championship Golf Tournament May 9th and 10th

	Fiscal 2013		Fiscal 2014		Fiscal 2015		Fiscal 2016
Jul-12	\$ 38,152.57	Jul-13	\$ 38,599.57	Jul-14	\$ 35,771.17	Jul-15	\$27,319.31
Aug-12	\$ 41,308.35	Aug-13	\$ 38,663.39	Aug-14	\$ 32,397.36	Aug-15	\$30,121.17
Sep-12	\$ 28,741.33	Sep-13	\$ 27,130.34	Sep-14	\$ 29,156.11	Sep-15	\$23,038.93
Oct-12	\$ 24,023.36	Oct-13	\$ 26,798.86	Oct-14	\$ 21,767.51	Oct-15	\$19,887.05
Nov-12	\$ 19,935.33	Nov-13	\$ 18,958.67	Nov-14	\$ 17,478.31	Nov-15	\$ 9,154.14
Dec-12	\$ 14,701.89	Dec-13	\$ 16,326.58	Dec-14	\$ 14,889.77	Dec-15	\$11,937.33
Jan-13	\$ 14,931.32	Jan-14	\$ 14,997.19	Jan-15	\$ 10,783.17	Jan-16	\$ 7,497.84
Feb-13	\$ 20,805.21	Feb-14	\$ 23,466.23	Feb-15	\$ 19,359.64	Feb-16	\$27,701.36
Mar-13	\$ 40,049.08	Mar-14	\$ 31,675.38	Mar-15	\$ 29,775.47	Mar-16	\$26,368.65
Apr-13	\$ 30,757.89	Apr-14	\$ 29,449.28	Apr-15	\$ 31,859.04	Apr-16	\$29,456.44
May-13	\$ 44,648.98	May-14	\$ 41,017.27	May-15	\$ 46,982.97	May-16	TBD
Jun-13	\$ 39,708.28	Jun-14	\$ 33,480.25	Jun-15	\$ 35,759.57	Jun-16	
	\$357,763.59		\$340,563.01		\$325,980.09		

Submitted by

David Blewitt, Golf Course Superintendent
Carlton Blewitt, Golf Course Professional

Approved by

Tim Williams, Parks and Recreation Director

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
CRIMES AGAINST PERSONS					
<i>Murder*</i>	4	0	5	0	0.00%
<i>**Justifiable Homicide</i>	0	0	0	0	0.00%
<i>Criminal Sexual Penetration</i>	2	2	7	11	-36.36%
<i>Robbery</i>	1	2	9	15	-40.00%
<i>Assault</i>	12	25	80	87	-8.05%
<i>Minors-Sexual Penetration</i>	2	1	11	6	83.33%
<i>Minors-Sexual Contact</i>	1	2	13	7	85.71%
<i>Child Abuse</i>	3	11	32	21	52.38%
<i>Crimes Against Persons (Non-Violent)*</i>	139	126	678	628	7.96%

CRIMES AGAINST HOUSEHOLD MEMBER					
<i>Domestic Violence-Physical Contact</i>	33	48	177	169	4.73%
<i>Domestic Violence-Verbal</i>	65	58	272	216	25.93%

PROPERTY CRIMES					
<i>Burglary</i>	31	54	149	247	-39.68%
<i>Larceny</i>	137	150	589	752	-21.68%
<i>Motor Vehicle Theft</i>	10	13	41	45	-8.89%
<i>Criminal Damage</i>	58	72	282	255	10.59%
<i>Graffiti</i>	2	9	12	38	-68.42%
<i>All Other Crimes Against Property**</i>	35	27	171	164	4.27%

DWI	9	11	58	48	20.83%
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PERSONS ARRESTED	581	538	3253	2553	27.42%
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TRAFFIC REPORT					
<i>Fatal Accidents</i>	0	1	0	1	100.00%
<i>Injury Accidents</i>	28	26	127	123	3.25%
<i>Property Damage Only</i>	127	117	675	605	11.57%
<i>Traffic Citations</i>	1,073	964	4,878	6,431	-24.15%

TOTAL ACTIVITIES					
<i>Officer Initiated</i>	2,186	3,225	11,912	15,322	-22.26%
<i>Calls for Service</i>	3,231	2,775	14,875	13,923	6.84%

*Less Justifiable Homicide ie: self defense, officer involved shootings, etc. **The two numbers combined will reflect the homicide totals shown in Part I Crimes.

Philip Smith, Chief of Police

Prepared by Georgia Davey

2-Jun-16

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE
ANIMAL INTAKE				
<i>Dogs</i>	186	246	1201	1410
<i>Cats</i>	198	239	665	831
<i>Other</i>	0	7	10	23
<i>Returns</i>	5	1	13	28
INTAKE TOTAL	389	493	1889	2292

ADOPTIONS				
<i>Private Adoptions</i>	44	69	288	380
<i>Dogs</i>	36	46	245	289
<i>Cats</i>	8	23	35	88
<i>Other</i>	0	0	9	3
<i>Roswell Humane Society Adoptions</i>	0	12	32	84
<i>Dogs</i>	0	10	28	73
<i>Cats</i>	0	2	4	11
<i>Other</i>	0	0	0	0
<i>Rescue Adoptions</i>	153	183	674	796
<i>Dogs</i>	79	90	485	530
<i>Cats</i>	74	93	189	266
<i>Other</i>	0	0	0	0
ADOPTIONS TOTAL	197	264	994	1260

RECLAIMS				
<i>Dogs</i>	53	58	309	351
<i>Cats</i>	3	2	15	12
<i>Other</i>	0	2	3	2
RECLAIMS TOTAL	56	62	327	365

EUTHANASIA				
<i>Dogs</i>	20	38	129	176
<i>Cats</i>	25	34	52	88
<i>Feral Cats</i>	71	57	274	256
<i>Feral Kittens</i>	34	56	65	97
<i>Other</i>	0	5	0	13
EUTHANASIA TOTAL	150	190	520	630

MISC DISPOSTION (Dead, Stolen, Missing)	0	0	0	0
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ALL OTHER				
<i>DOA</i>	39	57	274	303
<i>DOA Vet</i>	4	36	62	156
<i>Dog Bites</i>	8	6	24	25
<i>Cat Bites</i>	1	7	1	10

TOTAL CALLS	981	870	4,728	4,832
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